

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM490717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wahoo Docks, LLC		09/18/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Union Bank & Trust		
Street Address:	1051 E. CARY STREET		
Internal Address:	SUITE 1200		
City:	RICHMOND		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	Corporation: VIRGINIA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4874936	FORTIS	
Registration Number:	3678995	DRYJOIST	
Registration Number:	3417228	ARIDDEK	
Registration Number:	3434460	WAHOO	
Registration Number:	3444052	WAHOO DOCKS	
Serial Number:	87636842	WAHOO DECKS	
Serial Number:	87636904	DRY JOISTEZ	
CORRESPONDENCE DATA			
Fax Number:	8046440957		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	804-771-9500		
Email:	trademarks@hf-law.com		
Correspondent Name:	Robert P. Henley, III		
Address Line 1:	P.O. Box 500		
Address Line 4:	Richmond, VIRGINIA 23218-0500		
NAME OF SUBMITTER:	Robert P. Henley, III		
SIGNATURE:	/Robert P. Henley, III/		

CH \$190.00 4874936

DATE SIGNED:	09/20/2018
Total Attachments: 4 source=Wahoo Docks - IP Security Agmt#page1.tif source=Wahoo Docks - IP Security Agmt#page2.tif source=Wahoo Docks - IP Security Agmt#page3.tif source=Wahoo Docks - IP Security Agmt#page4.tif	

FINAL FOR EXECUTION

Loan Number: 7400227381 ("Revolving Line")

Loan Number: 7400227382 ("Term Loan – Equipment")

Loan Number: 7400227385 ("Term Loan – Real Estate")

Loan Number: 7400227387 ("Term Loan – Wahoo Docks")

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of September 18, 2018 (this "Security Agreement"), is made by WAHOO DOCKS, LLC, a Delaware limited liability company (the "Grantor"), in favor of UNION BANK & TRUST ("Lender"). All capitalized terms not defined herein shall have the meanings assigned to them in the Guaranty and Security Agreement.

WHEREAS, TH OPCO, LLC, a Delaware limited liability company ("TH OpCo"), TUCKAHOE REAL ESTATE HOLDINGS, LLC, a Delaware limited liability company ("TH Real Estate") and, together with TH OpCo, individually and collectively, whether one or more, ("Borrower") and Lender have entered into a Revolving Credit and Term Loan Agreement, dated as of March 30, 2018 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, in connection with the Loan Agreement, the Borrower and certain of its Subsidiaries entered into the Guaranty and Security Agreement, dated as of March 30, 2018 and Grantor entered into the Assumption Agreement, dated even date herewith (together, as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), in favor of Lender; and

WHEREAS, the Guaranty and Security Agreement requires Grantor to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Loan Agreement, Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

SECTION 2. Grant of Security Interest in Patent and Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to Lender, and grants to Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "Patent and Trademark Collateral");

(i) all of its Patents and all Patent Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on **Schedule I** hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisions, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(iv) all of its Trademarks and all Trademark Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on **Schedule I** hereto;

(v) all renewals and extensions of the foregoing;

(vi) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

TRADEMARK

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FINAL FOR EXECUTION

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(viii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

SECTION 3. Guaranty and Security Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Guaranty and Security Agreement, and Grantor hereby acknowledges and agrees that the rights and remedies of Lender with respect to the security interest in the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

SECTION 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Patents, Trademarks and Patent and Trademark Licenses subject to a security interest hereunder.

SECTION 5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

SECTION 6. Governing Law. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Commonwealth of Virginia.

[SIGNATURE PAGE FOLLOWS]

Loan Number: 7400227381 ("Revolving Line")
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Loan Number: 7400227387 ("Term Loan -- Wahoo Docks")


PATENT AND TRADEMARK SECURITY AGREEMENT

[signature page]

IN WITNESS WHEREOF, Grantor has caused this Patent and Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

WAHOO DOCKS, LLC.
a Delaware limited liability company

By:  (SEAL)
Name: Sean Fuzell
Title: Treasurer

FINAL FOR EXECUTION

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SCHEDULE I

Copyrights, Patents, and Trademarks and Copyright, Patent, and Trademark Licenses

I. REGISTERED COPYRIGHTS, PATENTS and TRADEMARKS

<u>Grantor</u>	<u>Trademark</u>	<u>Number</u>	<u>Registration Date</u>
Wahoo Docks	FORTIS	4874936	12/22/2015
Wahoo Docks	DRYJOIST	3678995	9/8/2009
Wahoo Docks	ARIDDEK	3417228	4/29/2008
Wahoo Docks	WAHOO	3434460	5/27/2008
Wahoo Docks	WAHOO DOCKS	3444052	6/10/08

II. COPYRIGHT, PATENT, and TRADEMARK APPLICATIONS

Wahoo Docks	WAHOO DECKS	87636842	Not Registered
Wahoo Docks	DRY JOISTEZ	87636904	Not Registered

III. COPYRIGHT, PATENT, and TRADEMARK LICENSES

<u>Grantor</u>	<u>Number</u>	<u>Date</u>	<u>Issue Title</u>
Wahoo Docks	9,856,618	1/2/2018	Docking system with joint supports
Wahoo Docks	9,145,670	9/29/2015	Docking system with joint supports
Wahoo Docks	8,668,407	3/11/2014	Docking system with joint supports
Wahoo Docks	8,157,480	4/17/2012	Docking system with joint supports
Wahoo Docks	7,806,630	10/5/2010	Docking system with joint supports
Wahoo Docks	9,032,691	5/19/2015	Support structure and system providing element protection
Wahoo Docks	8,276,344	10/2/2012	Support structure and system providing element protection

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