

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM497456

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MARINALIFE, LLC		10/22/2018	Limited Liability Company: MARYLAND
SNAG A SLIP, LLC		10/22/2018	Limited Liability Company: MARYLAND
OASIS MARINA LLC		10/22/2018	Limited Liability Company: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTERN ALLIANCE BANK		
<b>Street Address:</b>	55 ALMADEN BLVD., SUITE 100		
<b>City:</b>	SAN JOSE		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95113		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5052419	SNAG-A-SLIP	
<b>Registration Number:</b>	4836598	OASIS MARINAS	
<b>Registration Number:</b>	3316062	MARINALIFE	
<b>Registration Number:</b>	2691399	MARINALIFE.COM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6506483802		
<b>Email:</b>	PATTY@PATTYCHENG.COM		
<b>Correspondent Name:</b>	PATTY CHENG		
<b>Address Line 1:</b>	2625 Middlefield Rd., #215		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94306		
<b>NAME OF SUBMITTER:</b>	Patty Cheng		
<b>SIGNATURE:</b>	/s/ Patty Cheng		

OP \$115.00 5052419

<b>DATE SIGNED:</b>	11/08/2018
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 22, 2018 (the "Agreement") is entered into by and between OASIS GROUP HOLDINGS, INC., a Delaware corporation ("Parent"), SNAG A SLIP, LLC, a Maryland limited liability company ("SAS"), OASIS MARINA LLC, a Maryland limited liability company ("Oasis Marina") and MARINALIFE, LLC, a Maryland limited liability company ("Marinalife"), and WESTERN ALLIANCE BANK, an Arizona corporation ("Lender"). Parent, SAS, Oasis Marina and Marinalife are each also referred to herein as a "Grantor", and collectively, as the "Grantors".

Reference is made to the Loan and Security Agreement, dated as of October 22, 2018 (as amended from time to time, the "Loan Agreement"), between Lender and Grantors. Terms used but not defined herein have the meaning given to them in the Loan Agreement. For good and valuable consideration, receipt of which is hereby acknowledged, each Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, each Grantor grants to Lender a security interest in all right, title, and interest of such Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding the foregoing, in no event shall the Intellectual Property Collateral include United States intent-to-use trademarks or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

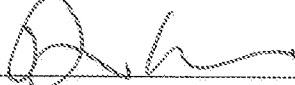
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTORS:

LENDER:

OASIS GROUP HOLDINGS, INC.

WESTERN ALLIANCE BANK

By: 

By: \_\_\_\_\_

Name: Daniel Cowens

Name: \_\_\_\_\_

Title: President + CEO

Title: \_\_\_\_\_

SNAG A SLIP, LLC

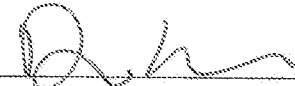
Address for Notices:  
Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681

By: 

Name: Daniel Cowens

Title: President and CEO

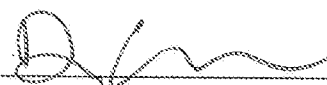
OASIS MARINA LLC

By: 

Name: Daniel Cowens

Title: President and CEO

MARINALIFE, LLC

By: 

Name: Daniel Cowens

Title: President and CEO

Address for Notices for all Grantors:

125 West Street  
Annapolis, MD 21401  
Attn: Jen Leroux

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTORS:**

**LENDER:**

**OASIS GROUP HOLDINGS, INC.**

**WESTERN ALLIANCE BANK**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Tony Pactor

Title: \_\_\_\_\_

Title: Relationship Manager

**SNAG A SLIP, LLC**

Address for Notices:

Attn: Note Department  
55 Almaden Boulevard, Suite 100  
San Jose, California 95113  
Fax:(408) 282-1681

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**OASIS MARINA LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MARINALIFE, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices for all Grantors:

125 West Street  
Annapolis, MD 21401  
Attn: Jen Leroux

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Name of Owner</u>	<u>Type of Work:</u>	<u>Title:</u>	<u>Registration Number:</u>	<u>Filing Date:</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Owner</u>	<u>Description:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number</u>	<u>Filing/Registration Date</u>
SAS	SNAG-A-SLIP	86660037	5052419	October 4, 2016
Oasis Marina	OASIS MARINAS	86571769	4836598	October 20, 2015
Marinalife	MARINALIFE	77075420	3316062	October 23, 2007
Marinalife	MARINALIFE.COM	76056038	2691399	February 25, 2003

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Name of Owner</u>	<u>Title:</u>	<u>Patent Number:</u>	<u>Application Number:</u>	<u>Issue / Publication Date:</u>