

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM513411

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BANC OF CALIFORNIA, N.A., AS ADMINISTRATIVE AGENT		01/09/2019	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	HATTERAS/CABO YACHTS, LLC.		
Street Address:	110 NORTH GLENBURNIE ROAD		
City:	NEW BERN		
State/Country:	NORTH CAROLINA		
Postal Code:	28560		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4233913	CABO	
Registration Number:	3184154	HATTERAS H	
Registration Number:	2776461	H HATTERAS	
Registration Number:	2776441		
Registration Number:	2125551	HATTERAS WORLD	
Registration Number:	1429226	HATTERAS	
Registration Number:	1198605	HATTERAS	
Registration Number:	0962551	HATTERAS	
CORRESPONDENCE DATA			
Fax Number:	2126983599		
<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:	212-698-3500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP		
Address Line 1:	THREE BRYANT PARK		
Address Line 2:	1095 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10036		
NAME OF SUBMITTER:	RICHARD PELL		

CH \$215.00 4233913

SIGNATURE:	/Richard Pell/
DATE SIGNED:	03/08/2019
Total Attachments: 3 source=2019-03-08_Hatteras_CaboYachts_146966_Release_Trademark_Security_Agreement#page1.tif source=2019-03-08_Hatteras_CaboYachts_146966_Release_Trademark_Security_Agreement#page2.tif source=2019-03-08_Hatteras_CaboYachts_146966_Release_Trademark_Security_Agreement#page3.tif	

**TERMINATION AND RELEASE OF
TRADEMARK SECURITY AGREEMENT**

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of January 9, 2019, by Banc of California, N.A., as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent"), in connection with the Trademark Security Agreement, dated as of July 6, 2016 (the "Security Agreement"), by and between Agent and Hatteras/Cabo Yachts, LLC., a Delaware limited liability company (the "Debtor"). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Security Agreement.

WHEREAS, Debtor previously executed and delivered in favor of Agent that certain Trademark Security Agreement, dated as of July 6, 2016;

WHEREAS, pursuant to the Security Agreement, Debtor granted to Agent a security interest in and to, liens on, and all of Debtor's right, title and interest in and to certain trademarks and service mark registrations and applications for registration set forth in Schedule I attached hereto, together with the goodwill of Debtor's business connected with and symbolized by such registrations and applications, but excluding any "intent to use" trademarks or service mark applications for which a statement of use had not been filed and accepted with the United States Patent and Trademark Office (collectively, the "Marks"), which security interest was recorded with the United States Patent and Trademark Office on July 7, 2016 at reel 5829, frame 0687;

WHEREAS, Agent has agreed to release and terminate its security interest in the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Agent hereby releases and terminates the Security Agreement and its security interest in the Marks, effective as of the first date set forth above. Agent shall, at Debtor's expense, take all further actions, and provide to Debtor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Debtor to more fully and effectively effectuate the purposes of this Agreement. Agent hereby authorizes the Debtor or any of its authorized representatives to file this Agreement with the United States Patent and Trademark Office or any other applicable governmental office. Agent hereby further authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Trademark Security Agreement by its duly authorized officer as of the date first above written.

Banc of California, N.A.

By: 


Name: MARY CALKIN

Title: SVR, CREDIT ADMINISTRATION

Schedule I

MARKS

Registrations:

Trademark	Registration No.	Registration Date	Jurisdiction	Record Owner
CABO	4233913	October 30, 2012	United States	Hatteras/Cabo Yachts LLC
HATTERAS H	3184154	December 12, 2006	United States	Hatteras/Cabo Yachts LLC
H HATTERAS	2776461	October 21, 2003	United States	Hatteras/Cabo Yachts LLC
 (Design Only)	2776441	October 21, 2003	United States	Hatteras/Cabo Yachts LLC
HATTERAS WORLD	2125551	December 30, 1997	United States	Hatteras/Cabo Yachts LLC
HATTERAS	1429226	February 17, 1987	United States	Hatteras/Cabo Yachts LLC
HATTERAS	1198605	June 22, 1982	United States	Hatteras/Cabo Yachts LLC
HATTERAS	0962551	July 03, 1973	United States	Hatteras/Cabo Yachts LLC
HATTERAS & DESIGN	TMA165127	September 12, 1969	Canada	Hatteras/Cabo Yachts LLC
HATTERAS	TMA166667	December 05, 1969	Canada	Hatteras/Cabo Yachts LLC

Applications: None.