

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM516224

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HATTERAS/CABO YACHTS, LLC		07/06/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	NAVIS HCY FUNDING II, LLC, as Administrative Agent		
Street Address:	2929 Arch Street		
Internal Address:	Suite 1800		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19104		
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:	2126983500		
Email:	patents@dechert.com		
Correspondent Name:	DECHERT LLP/Richard Pell		
Address Line 1:	1095 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	395074-146966		

CH \$215.00 4233913

NAME OF SUBMITTER:	Richard Pell
SIGNATURE:	/Richard Pell/
DATE SIGNED:	03/27/2019
Total Attachments: 4 source=Hatteras - Second Lien - Trademark Security Agreement (executed)#page1.tif source=Hatteras - Second Lien - Trademark Security Agreement (executed)#page2.tif source=Hatteras - Second Lien - Trademark Security Agreement (executed)#page3.tif source=Hatteras - Second Lien - Trademark Security Agreement (executed)#page4.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 6, 2016 (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by HATTERAS/CABO YACHTS, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of NAVIS HCY FUNDING II, LLC, as administrative agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacity, together with its successors and assigns, the “**Agent**”).

WHEREAS, pursuant to that certain Amended and Restated Second Lien Credit Agreement, dated as of July 6, 2016 (said agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Grantor and NAVIS HCY REAL ESTATE, LLC, a Delaware limited liability company (collectively, the “**Borrowers**”, and, each a “**Borrower**”), the lenders from time to time party thereto (collectively, the “**Lenders**”) and Agent, the Lenders have severally agreed to extend credit to the Borrowers, subject to the terms and conditions set forth in the Credit Agreement;

WHEREAS, as a condition precedent to the extension of credit by the Lenders under the Credit Agreement, the Grantor and the other grantors party to the Security Agreement (defined below) executed and delivered that certain Amended and Restated Guarantee and Security Agreement, dated as of July 6, 2016 (said agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Agent, pursuant to which, the Grantor pledged and granted to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to, among other things, the Marks (defined below); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver this Agreement for recording and filing in the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby agrees with the Agent as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants to the Agent for the ratable benefit of the Secured Parties a security interest in and to, liens on, and all right, title and interest of the Grantor in and to any and all of the trademark and service mark registrations and applications for registration set forth in Schedule I attached hereto and the goodwill of Grantor’s business connected with and symbolized by such registrations and applications (collectively, the “**Marks**”; provided that the Marks shall not include any “intent to use” trademark or service mark applications for which a statement of use has not been filed and accepted with the United States Patent and Trademark).

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent and the other Secured Parties pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent and the other Secured Parties with respect to the Marks are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE GRANTOR HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF CALIFORNIA (WITHOUT REFERENCE TO ITS CHOICE OF LAW RULES).

SECTION 5. Execution In Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier or electronically shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by its duly authorized representative as of the date first written above


HATTERAS/CABO YACHTS, LLC, a
Delaware limited liability company

By: Robert P. Provost, Jr.
Name: Robert P. Provost, Jr.
Title: CFO

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.