

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM544332

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SOUTH HARBOUR VILLAGE ASSOCIATES, LLC		09/30/2019	Limited Liability Company: NORTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHM SHV, LLC		
<b>Street Address:</b>	14785 Preston Road		
<b>Internal Address:</b>	Suite 975		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75254		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4394835	SOUTH HARBOUR VILLAGE	
<b>Registration Number:</b>	4394836	SOUTH HARBOUR VILLAGE	
<b>Registration Number:</b>	4405734	SOUTH HARBOUR VILLAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>	8164602503		
<b>Email:</b>	angelica.pogson@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>NAME OF SUBMITTER:</b>	Tiffany L. Schwartz		
<b>SIGNATURE:</b>	/tls/		
<b>DATE SIGNED:</b>	10/08/2019		
<b>Total Attachments: 5</b>			
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**ASSIGNMENT AND ASSUMPTION OF CONTRACTS, LICENSES, PERMITS,  
WARRANTIES, AND OTHER INTANGIBLE PROPERTY  
(SOUTH HARBOUR VILLAGE MARINA)**

THIS ASSIGNMENT AND ASSUMPTION OF CONTRACTS, LICENSES, PERMITS, WARRANTIES, AND OTHER INTANGIBLE PROPERTY (this "Assignment") is made as of the 30 day of September, 2019 (the "Effective Date"), by and between **SOUTH HARBOUR VILLAGE ASSOCIATES, LLC**, a North Carolina limited liability company ("Assignor"), and **SHM SHV, LLC**, a Delaware limited liability company ("Assignee"), in furtherance of that certain Agreement of Purchase and Sale by and between Seller and Assignee (as successor by assignment from SH Marinas, LLC) dated as of June 17, 2019 (as amended and/or assigned, the "Purchase Agreement"). Terms that are capitalized but not defined in this Assignment shall have the respective meanings given to them in the Purchase Agreement.

**RECITALS:**

- A. On the date of this Assignment, Assignee has acquired from Assignor title to that certain real property more particularly described in the Purchase Agreement.
- B. In connection with Assignor's conveyance of such real property to Assignee, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, those Contracts listed on the attached Exhibit "A" and other Intangible Personal Property related to the Property including, but not limited to, those items listed on the attached Exhibit "B" (collectively, the "Assigned Property")

**AGREEMENT:**

In consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment by Assignor. Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest in the Assigned Property.
2. Assumption by Assignee. Assignee hereby accepts such assignment of the Assigned Property, and Assignee assumes and agrees to keep, perform and fulfill all of the duties, covenants, provisions, conditions and obligations of Assignor contained therein which arise or are incurred or are related to events occurring from and after the Effective Date.
3. Indemnities. Assignor hereby indemnifies and agrees to hold harmless Assignee from and against any and all Claims which Assignee may incur, sustain, or suffer, on or after the date of this Assignment arising out of, pertaining to or in any way connected with a default under the Assigned Property, or any of them, by Assignor prior to the date of this Assignment. Assignee hereby indemnifies and agrees to hold harmless Assignor from and against any and all Claims which Assignor may incur, sustain, or suffer, on or after the date of this Assignment arising out of, pertaining to or in any way connected with a default under the Assigned Property, or any of them, by Assignee on or after the date of this Assignment.

4. Additional Assurances. Assignor and Assignee shall, as may be reasonably requested by the other party from time to time, provide such additional assurances, execute and deliver such instruments, assignments, certificates, or other documents, and take such actions as reasonably shall be necessary or desirable to evidence and to give full effect to the provisions of this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties to this Assignment and their successors and assigns.

6. Authority. Each of the parties signing this Assignment hereby warrants and represents that it has the full legal power, authority and right to execute, deliver and perform the obligations under this Assignment, that this Assignment has been duly authorized by all requisite actions on the part of such warranting party, and that no remaining action or third party action is required to make this Assignment binding upon such party.

7. Governing Law. This Assignment shall be construed and enforced in accordance with the laws of the State in which the Real Property is located.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. Signatures to this Assignment executed and transmitted by facsimile (or by copies of physically signed documents exchanged via email attachments in PDF format or equivalent) shall be valid and effective to bind the party so signing.

*[Signature Page Follows]*

Assignor and Assignee have executed this Assignment and Assumption of Contracts, Licenses, Permits, Warranties, and Intangible Personal Property as of the Effective Date.

**ASSIGNOR:**

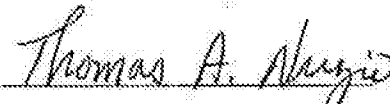
**SOUTH HARBOUR VILLAGE ASSOCIATES, LLC**, a North Carolina limited liability company

By: Wilmington Holding Corp., Manager

By: 

Denis F. Cronin, President

By: Tanlex Corp., Manager

By: 

Thomas A. Nuzio, President

**ASSIGNEE:**

**SHM SHV, LLC**, a Delaware limited liability company

By: SAFE HARBOR MARINAS, LLC, a Delaware limited liability company, its Member

By: 

Name: Baxter Underwood

Title: CEO



EXHIBIT "A" to Assignment and Assumption of Contracts, Licenses, Permits, Warranties, and  
Intangible Personal Property

Contracts

1. NONE.

EXHIBIT "B" to Assignment and Assumption of Contracts,  
Licenses, Permits, Warranties, and Intangible Personal Property

Trademarks, Service Marks, and Logos

TITLE	LOGO IMAGE	REGISTRATION NUMBER	OWNER	STATE/ COUNTRY
SOUTH HARBOUR VILLAGE		T20945	South Harbour Village Associates, LLC	North Carolina
SOUTH HARBOUR (logo design)		T20961	South Harbour Village Associates, LLC	North Carolina
SOUTH HARBOUR VILLAGE		4394835	South Harbour Village Associates, LLC	United States of America
SOUTH HARBOUR (logo design)		4394836	South Harbour Village Associates, LLC	United States of America
SOUTH HARBOUR VILLAGE (motorboat logo design)		4405734	South Harbour Village Associates, LLC	United States of America