

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556873

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GUGGENHEIM CREDIT SERVICES, LLC		01/09/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BOATS GROUP, LLC		
<b>Street Address:</b>	1221 Brickell Avenue		
<b>City:</b>	Miami		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33131		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2073561	YACHTWORLD	
<b>Registration Number:</b>	3594034	YACHTWORLD.COM	
<b>Registration Number:</b>	2374368	ALL ABOUT BOATS	
<b>Registration Number:</b>	2637621	BOATSBANK	
<b>Registration Number:</b>	2662676	BOATSCENTRAL	
<b>Registration Number:</b>	3630425	BOATWIZARD	
<b>Registration Number:</b>	3792046	SOLDBOATS.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>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	ALANA GRAMER		
<b>Address Line 1:</b>	C/O PAUL HASTINGS LLP		
<b>Address Line 2:</b>	200 Park Avenue		
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	ALANA GRAMER		
<b>SIGNATURE:</b>	/s/ AG		

CH \$190.00 2073561

<b>DATE SIGNED:</b>	01/09/2020
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**Total Attachments: 4**

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**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

This **RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this “Release”) is made as of January 9, 2020 (“Effective Date”), by **GUGGENHEIM CREDIT SERVICES, LLC** (as successor by assignment to GUGGENHEIM CORPORATE FUNDING, LLC), as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, “Agent”), in favor of **BOATS GROUP, LLC**, a Delaware limited liability company (“Grantor”).

WITNESSETH:

**WHEREAS**, reference is made to that certain Second Lien Credit Agreement, dated as of May 18, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Lenders party thereto, Agent, as Administrative and Collateral Agent, DMM MidCo, Inc., a Delaware corporation (“Holdings”), and Boats Group Holdings, Inc., a Delaware corporation (the “Borrower”);

**WHEREAS**, in connection with the Credit Agreement and pursuant to the terms and conditions of that certain Security Agreement, dated as of May 18, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, the other subsidiaries of Holdings from time to time party thereto and Agent, and that certain Intellectual Property Security Agreement, dated as of May 18, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Intellectual Property Security Agreement”), by and among Grantor and Agent, Grantor granted to Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of Grantor’s right, title and interest in and to the Collateral (as such term is defined in the Intellectual Property Security Agreement) (the “Intellectual Property Collateral”);

**WHEREAS**, Agent, on behalf of itself and the Secured Parties, now desires to terminate and grant a release of the Security Interest in the Intellectual Property Collateral (including, without limitation, the Trademarks listed on Schedule 1 hereto) as provided in this Release.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, on behalf of itself and the Secured Parties, hereby covenants and agrees as follows:

1. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Intellectual Property Security Agreement, the Security Agreement, or the Credit Agreement, as applicable. This Release shall be subject to the rules of construction set forth in Article I of the Credit Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. Without representation or warranty of any kind or nature, Agent, on behalf of itself and the Secured Parties, hereby (a) terminates the Intellectual Property Security Agreement, (b) terminates, releases, relinquishes and discharges, in its entirety, the Security Interest in the Collateral and (c) reassigns to Grantor all right, title, and interest of any nature whatsoever that Agent may hold in or to any of the Collateral (including, without limitation, the Trademarks listed on Schedule 1 attached hereto) and all associated common law rights and goodwill appurtenant thereto.

3. Agent, on behalf of itself and the Secured Parties, authorizes the United States Patent and Trademark Office and any other applicable Governmental Authority to record this Release.

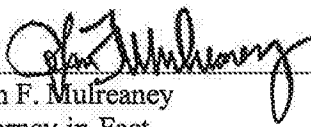
4. Agent, on behalf of itself and the Secured Parties, hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do any such other acts, in each case at Grantor's expense, as may be reasonably necessary to effect the release of the Security Interest in the Intellectual Property Collateral contemplated hereby and to otherwise carry out the purposes of this Release.

5. THIS RELEASE SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 6.09 AND 6.10 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[Signature page follows]

IN WITNESS WHEREOF, Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**GUGGENHEIM CREDIT SERVICES, LLC,**  
(as successor by assignment to GUGGENHEIM  
CORPORATE FUNDING, LLC) as Agent

By:   
Name: John F. Mulreaney  
Title: Attorney-in-Fact

**SCHEDULE 1**  
to  
**RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

United States Trademark Registrations and Trademark Applications

<b><u>Owner</u></b>	<b><u>Trademark</u></b>	<b><u>App. Number</u></b>	<b><u>Reg. Number</u></b>
Boats Group, LLC	YACHTWORLD	75086387	2073561
Boats Group, LLC	YACHTWORLD.COM	77414940	3594034
Boats Group, LLC	ALL ABOUT BOATS	75561674	2374368
Boats Group, LLC	BOATSBANK	76109874	2637621
Boats Group, LLC	BOATSCENTRAL	76342592	2662676
Boats Group, LLC	BOATWIZARD	77581440	3630425
Boats Group, LLC	SOLDBOATS.COM and Design	77689617	3792046