

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629689

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Capital One, National Association, as Administrative Agent		02/26/2021	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Grand Circle Corporation
Street Address:	347 Congress Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Corporation: DELAWARE
Name:	Grand Circle LLC
Street Address:	347 Congress Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Limited Liability Company: DELAWARE
Name:	The Grand Circle River Cruise Lines LLC
Street Address:	347 Congress Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Limited Liability Company: MASSACHUSETTS
Name:	Grand Circle Holdings, LLC
Street Address:	347 Congress Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02210
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2661467	GCT
Registration Number:	2712772	GCC
Registration Number:	2143392	BUSINESS WORKS
Registration Number:	3487874	GRAND CIRCLE
Registration Number:	3568110	GRAND CIRCLE SMALL SHIP CRUISES
Registration Number:	2616634	GRAND CIRCLE TRAVEL
Registration Number:	3744443	HARRIET'S CORNER
Registration Number:	2564856	OVERSEAS ADVENTURE TRAVEL
Registration Number:	4320139	OVERSEAS ADVENTURE TRAVEL
Registration Number:	4320138	OVERSEAS ADVENTURE TRAVEL
Registration Number:	4232974	GRAND CIRCLE CRUISE LINE
Registration Number:	4256590	GCCL
Registration Number:	4232975	GCCL
Registration Number:	3288119	SMALL SHIP TRAVEL WORLDWIDE DISCOVERY BY
Serial Number:	85649434	THE LEADER IN SMALL GROUPS ON THE ROAD L

CORRESPONDENCE DATA

Fax Number: 2028357586

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.

Phone: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	27241.00004
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	03/04/2021

Total Attachments: 5

source=Active_141849844_1_(Executed) GCC - Release of 2nd A&R Trademark Security Agreement - Reel 4884 Frame 0020#page1.tif

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TRADEMARK RELEASE** (“Release”) is made as of February 26, 2021 (“Effective Date”) executed by Capital One, National Association (the “Administrative Agent”) in favor of Grand Circle Corporation, a Delaware corporation, Grand Circle LLC, a Delaware limited liability company, The Grand Circle River Cruise Lines LLC, a Massachusetts limited liability company, and Grand Circle Holdings, LLC, a Delaware limited liability company (each, a “Borrower”, and collectively, the “Borrowers”). Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Second Amended and Restated Trademark Security Agreement referenced below or the Credit Agreement (as defined in the Second Amended and Restated Trademark Security Agreement), as applicable.

WHEREAS, pursuant to the terms and conditions of that certain Second Amended and Restated Trademark Security Agreement dated as of October 1, 2012 by the Borrowers in favor of the Administrative Agent (as amended, restated or supplemented from time to time, the “Second Amended and Restated Trademark Security Agreement”), Borrowers granted to Administrative Agent a continuing Lien on and security interest in and to all of the Borrowers’ right, title and interest, in, to and under United States trademarks registrations and applications listed on the attached Schedule I (the “Trademarks”) owned by such Borrowers in its own name (collectively, the “Trademark Collateral”);

WHEREAS, the Second Amended and Restated Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 18, 2012 at Reel 4884 Frame 0020; and

WHEREAS, the Administrative Agent wishes to terminate the Second Amended and Restated Trademark Security Agreement and confirm the release, relinquishment and discharge of its continuing security interest in, to and under the Trademark Collateral to the Borrowers and to dissolve those liens and encumbrances created by the Amended and Restated Trademark Security Agreement in respect of the Trademark Collateral attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby (i) terminates the Second Amended and Restated Trademark Security Agreement, (ii) terminates, cancels, relinquishes, discharges and releases any and all security interests or Liens it has and all of its right, title and interest in, to and under the Trademark Collateral, whether now owned or hereafter created or acquired by the Borrowers, and (iii) reassigns, grants and conveys to Borrowers, without any representation, recourse or undertaking by the Administrative Agent, any and all of the Administrative Agent’s right, title and interest in and to the Trademarks and the Trademark Collateral.

The Administrative Agent hereby authorizes the Borrowers, or the Borrowers’ authorized representatives, to record this Release with the PTO and/or any other applicable governmental office or agency. The Administrative Agent further agrees to execute and deliver to the Borrowers any and all further documents and instruments, and do any and all further acts which the Borrowers

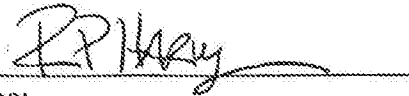
(or their agents or designees) reasonably request, at the Borrowers' sole cost and expense, in order to confirm this Release and the Borrowers' right, title and interest in or to the Trademark Collateral.

This Release shall be governed by, and construed in accordance with, the law of the State of New York. The parties hereto hereby (a) consent to the personal jurisdiction of the state and federal courts located in the State of New York in connection with any controversy related to this Release, (b) waive any argument that venue in any such forum is not convenient, and (c) agree that any litigation initiated by the Administrative Agent of the Borrowers in connection with this Release shall be venued in either the State or Federal courts located in New York County, New York and enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[SIGNATURE PAGE FOLLOWS]

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

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent





By: 
Name:
Title: Its Duly Authorized Signatory

Signature Page to Trademark Release

141431247

TRADEMARK
REEL: 007210 FRAME: 0049

SCHEDULE I**Trademark Registrations**

MARK	COUNTRY	OWNER	<u>APPL. NO.</u> FILING DATE	<u>REG. NO.</u> REG. DATE
	AUS	Grand Circle LLC	10/26/2000	854992 8/20/2001
	EU (CTM)	Grand Circle LLC	001950443 11/13/2000	001950443 02/04/2002
GRAND CIRCLE TRAVEL	EU (CTM)	Grand Circle LLC	001950039 11/23/2000	001950039 4/18/2002
	US	Grand Circle LLC	76/096,862 07/26/2000	2,661,467 12/17/2002
	US	Grand Circle LLC	76/281,671 07/05/2001	2,712,772 05/06/2003
BUSINESS WORKS	US	Grand Circle LLC	75/120,201 06/17/1996	2,143,392 03/10/1998
GRAND CIRCLE	US	Grand Circle LLC	77351404 12/13/2007	3487874 08/19/2008
GRAND CIRCLE SMALL SHIP CRUISES	US	Grand Circle LLC	77/100011 02/06/2007	3568110 01/27/2009
GRAND CIRCLE TRAVEL	US	Grand Circle LLC	76/097,089 07/26/2000	2,616,634 09/10/2002
HARRIET'S CORNER	US	Grand Circle LLC	77/768,938 06/26/2009	3744443 02/02/2010
OVERSEAS ADVENTURE TRAVEL	US	Grand Circle LLC	75/625,574 01/22/1999	2,564,856 04/30/2002

MARK	COUNTRY	OWNER	APPL. NO. FILING DATE	REG. NO. REG. DATE
 <p>[OAT logo in color]</p>	US	Grand Circle LLC	85/649,569 06/12/2012	4,320,139 04/16/2013
 <p>[OAT logo in black/white]</p>	US	Grand Circle LLC	85/649,527 06/12/2012	4,320,138 0416/2013
GRAND CIRCLE CRUISE LINE	US	Grand Circle LLC	85538252 2/9/2012	4,232,974 10/20/2012
 <p>[GCCL logo in color]</p>	US	Grand Circle LLC	85538361 2/9/2012	4,256,590 12/11/2012
 <p>[GCCL logo without color]</p>	US	Grand Circle LLC	85538325 2/9/2012	4,232,975 10/30/2012
SMALL SHIP TRAVEL WORLDWIDE DISCOVERY BY LAND, SEA, AND THE WORLD'S GREAT WATERWAYS	US	Grand Circle LLC	78/893059 05/25//2006	3,288,119 09/04/2007
THE LEADER IN SMALL GROUPS ON THE ROAD LESS TRAVELED	US	Grand Circle LLC	85/649,434 06/12/2012	DEAD MARK