

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654051

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A.		06/14/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	International Marina Group I, L.P.		
Street Address:	14785 Preston Road		
Internal Address:	Suite 975		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Partnership: TEXAS		
Name:	Safe Harbor Marinas, LLC		
Street Address:	14785 Preston Road		
Internal Address:	Suite 975		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	SHM BYYG, LLC		
Street Address:	14785 Preston Road		
Internal Address:	Suite 975		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
Name:	SHM Charleston City Marina, LLC		
Street Address:	14785 Preston Road		
Internal Address:	Suite 975		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		

TRADEMARK

Name:	SHM Newport Shipyard, LLC
Street Address:	14785 Preston Road
Internal Address:	Suite 975
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE
Name:	SHM SHV, LLC
Street Address:	14785 Preston Road
Internal Address:	Suite 975
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE
Name:	SHM Yacht Sales, LLC
Street Address:	14785 Preston Road
Internal Address:	Suite 975
City:	Dallas
State/Country:	TEXAS
Postal Code:	75254
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4775783	MARINAS INTERNATIONAL
Registration Number:	5351622	
Registration Number:	5351621	SAFE HARBOR MARINAS
Registration Number:	4379265	YACHT YARDS MARINAS BREWER
Registration Number:	4375500	
Registration Number:	4375491	BREWER YACHT YARDS
Registration Number:	2898185	MEGADOCK
Serial Number:	88600331	SAFE HARBOR MARINAS BREWER SERVICE
Serial Number:	87161497	SAFE HARBOR MARINAS
Registration Number:	3965078	
Registration Number:	3889023	NEWPORT SHIPYARD
Registration Number:	4405734	SOUTH HARBOUR VILLAGE
Registration Number:	4394836	SOUTH HARBOUR VILLAGE
Registration Number:	4394835	SOUTH HARBOUR VILLAGE
Serial Number:	87624414	BREWER YACHT SALES

CORRESPONDENCE DATA**Fax Number:** 7045032622*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:** 7045032600**Email:** msheehan@kslaw.com**Correspondent Name:** King & Spalding LLP**Address Line 1:** 300 S. Tryon St., Ste 1700**Address Line 2:** Attn: Moira Sheehan**Address Line 4:** Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	06/15/2021

Total Attachments: 6

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 14, 2021, is made by CITIZENS BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent"), in favor of the obligors listed on Schedule 1 hereto (each an "Obligor" and collectively the "Obligors").

WHEREAS, the Collateral Agent and the Obligors are party to that certain Credit Agreement, dated as of September 14, 2018 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"), among Safe Harbor Marinas, LLC, a Delaware limited liability company (the "Borrower"), SHM TRS, LLC, a Delaware limited liability company ("TRS Guarantor"), certain Subsidiaries of each of the Borrower and TRS Guarantor from time to time party thereto, the lenders from time to time party thereto and the Collateral Agent;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of September 14, 2021, by and among, *inter alios*, the Obligors and the Collateral Agent (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Security Agreement"), entered into in connection with the Credit Agreement, the Obligors granted to the Collateral Agent a continuing security interest in, and a right to set off against, any and all right, title and interest of the Obligors in certain intellectual property collateral including the Trademarks (as defined in the Security Agreement) of the Obligors, including, without limitation, those Trademarks set forth on Schedule 1 hereto (the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, the Obligors executed Notices of Grant of Security Interest in Trademarks, dated as of the dates set forth on Schedule 1 hereto (the "Notices"), and executed copies of the Notices were recorded with the United States Patent and Trademark Office (the "USPTO") on the dates and at the reels/frames set forth on Schedule 1; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademark Collateral, and to provide this document suitable for recording with the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Security Agreement in the Trademark Collateral, (b) terminate and release its security interest in the Trademark Collateral, and (c) discharge and reassign to the Obligors any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent hereby authorizes the Obligors or any of their authorized representatives to file this Termination and Release of Security Interest in Trademarks with the USPTO or any other applicable governmental

office, and the Collateral Agent authorizes and requests that the Register of Trademarks and any other applicable government officer or relevant governmental authority record this Termination and Release of Security Interest in Trademarks. The Collateral Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Obligors, at the Obligors' expense, to fully effectuate the purposes of this Termination and Release of Security Interest in Trademarks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CITIZENS BANK, N.A., as Collateral Agent

By: 

Name: Sean McWhinnie


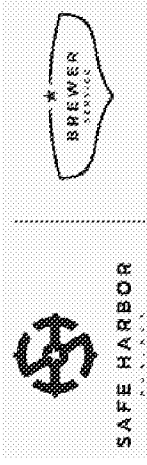
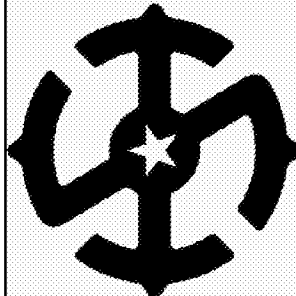
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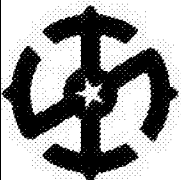

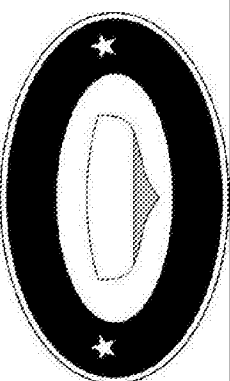
[Signature Page to Termination and Release of Security Interest in Trademarks -- Combined Release]

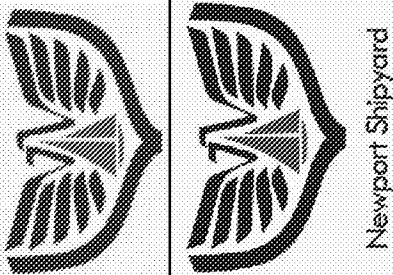
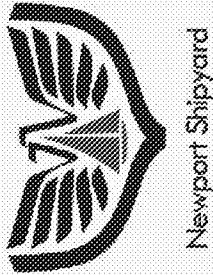


TRADEMARK
REEL: 007327 FRAME: 0528

SCHEDULE I

TRADEMARKS

Mark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner/Obligor	Date of Notice of Grant of Security Interest in Trademarks	Date of Recordation	Reel/Frame
	86400261 September 19, 2014	4775783 July 21, 2015	Registered	International Marina Group I, L.P.	September 14, 2018	September 14, 2018	6439/0746
	88600331 August 30, 2019		Registered	Safe Harbor Marinas, LLC	October 11, 2019	October 11, 2019	6769/0642
	87168413 September 12, 2016	5351622 December 5, 2017	Registered	Safe Harbor Marinas, LLC	September 14, 2018	September 14, 2018	6463/0880
SAFE HARBOR MARINAS	87168407 September 12, 2016	5351621 December 5, 2017	Registered	Safe Harbor Marinas, LLC	September 14, 2018	September 14, 2018	6463/0880

Mark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner/Obligor	Date of Notice of Grant of Security Interest in Trademarks	Date of Recordation	Reel/Frame
	87161497 September 6, 2016		Registered	Safe Harbor Marinas, LLC	September 14, 2018	September 14, 2018	6463/0880
SAFE HARBOR MARINAS							
	85790614 November 29, 2012	4379265 August 6, 2013	Registered	SHM BYYG, LLC	September 14, 2018	September 14, 2018	6466/0446
	85787039 November 26, 2012	4375500 July 30, 2013	Registered	SHM BYYG, LLC	September 14, 2018	September 14, 2018	6466/0446
BREWER YACHT YARDS	85786833 November 26, 2012	4375491 July 30, 2013	Registered	SHM BYYG, LLC	September 14, 2018	September 14, 2018	6466/0446
MEGADOCK	78214504 February 13, 2003	2898185 October 26, 2004	Registered	SHM Charleston City Marina, LLC	October 17, 2018	October 29, 2018	6469/0283

Mark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner/Obligor	Date of Notice of Grant of Security Interest in Trademarks	Date of Recordation	Reel/Frame
	85103879 August 10, 2010	3965078 May 24, 2011	Registered	SHM Newport Shipyard, LLC	October 11, 2019	October 11, 2019	6769/0652
	77931178 February 9, 2010	3889023 December 14, 2010	Registered	SHM Newport Shipyard, LLC	October 11, 2019	October 11, 2019	6769/0652
	85700505 August 10, 2012	4405734 September 24, 2013	Registered	SHM SHV, LLC	October 11, 2019	October 11, 2019	6769/0634
	85670210 July 6, 2012	4394836 September 3, 2013	Registered	SHM SHV, LLC	October 11, 2019	October 11, 2019	6769/0634
SOUTH HARBOUR VILLAGE	85670206 July 6, 2012	4394835 September 3, 2013	Registered	SHM SHV, LLC	October 11, 2019	October 11, 2019	6769/0634
BREWER YACHT SALES	87624414 September 27, 2017		Registered	SHM Yacht Sales, LLC	September 14, 2018	September 14, 2018	6467/0206