

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM685833

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trident Funding, LLC		11/03/2021	Limited Liability Company: MISSOURI
RECEIVING PARTY DATA			
Name:	Guggenheim Credit Services, LLC		
Street Address:	330 Madison Avenue		
Internal Address:	11th Floor re GI Legal		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3081463		
CORRESPONDENCE DATA			
Fax Number:			
<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:	2128598000		
Email:	teas@friedfrank.com		
Correspondent Name:	Taylor McGraw c/o Fried Frank et al		
Address Line 1:	One New York Plaza		
Address Line 4:	New York, NEW YORK 10004		
ATTORNEY DOCKET NUMBER:	95389-207		
NAME OF SUBMITTER:	Taylor McGraw		
SIGNATURE:	/Taylor McGraw/		
DATE SIGNED:	11/04/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 3, 2021 (this “Agreement”), among Trident Funding, LLC, a Missouri limited liability company (the “Grantor”) and Guggenheim Credit Services, LLC, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to the (a) Credit Agreement dated as of February 18, 2021 (as amended by Amendment No. 1 dated as of July 8, 2021, as supplemented by Supplement No. 1 dated as of August 20, 2021, as amended by the Amendment No. 2 to be dated as of the date hereof, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among Bimini Intermediate, Inc., a Delaware corporation (“Holdings”), Bimini Group Purchaser, Inc., a Delaware corporation (the “Borrower”), the Lenders from time to time party thereto, Royal Bank of Canada, as Revolving Administrative Agent for the Revolving Facility and Guggenheim Credit Services, LLC, as Administrative Agent and Collateral Agent for the Facilities and (b) Collateral Agreement dated as of February 18, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) among Holdings, the Borrower, the other Grantors from time to time party thereto, and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States Trademark applications and registrations, including those listed on Schedule I attached hereto (the “Trademark Collateral”), (ii) all Proceeds and products of the Trademark Collateral, (iii) the goodwill of the businesses with which the Trademark Collateral is associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Trademark Collateral or unfair competition regarding the same. This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Subject to Section 6.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRIDENT FUNDING, LLC, as Grantor

By: Closer Holdings LLC, its Sole Member

By: Boats Group Holdings, Inc., its Sole Member

By: 

Name: James Selzer

Title: Vice President, Secretary and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written .

Trident Funding, LLC, as a Grantor


By: _____
Name:
Title:

GUGGENHEIM CREDIT SERVICES, LLC, as
Collateral Agent

By:  _____
Name: Mark Joseph Brandmeyer
Title: Attorney-in-Fact

Schedule I

Trademarks

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status	Current Owner of Record
	United States	76636814 25-APR- 2005	3081463 18-APR- 2016	Registered	Trident Funding, LLC