

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM686243

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Barings BDC, Inc., successor in interest to MVC Capital, Inc.		09/20/2021	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	Festival Fun Parks, LLC d/b/a Miami Seaquarium, successor in interest to Marine Seaquarium Corporation		
Street Address:	4590 MacArthur Blvd., Suite 400		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	0772473	MIAMI SEAQUARIUM	
Registration Number:	2980590	MIAMI SEAQUARIUM	
Registration Number:	0767700	SEAQUARIUM	
Registration Number:	1648383	SEAQUARIUM	
CORRESPONDENCE DATA			
Fax Number:	9498519348		
<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:	949-851-0633		
Email:	IPDocketOrangeCounty@mwe.com, sbro@mwe.com, kdelcoure@mwe.com, efarrahi@mwe.com, ipdocketmwe@mwe.com		
Correspondent Name:	Sarah E. Bro		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	18565 Jamboree Road, Suite 250		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	112074-0012		
NAME OF SUBMITTER:	Sarah E. Bro		
SIGNATURE:	/sarah e. bro/		
DATE SIGNED:	11/05/2021		

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Total Attachments: 5

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of September 20, 2021 (this "Termination and Release"), from BARINGS BDC, INC., successor in interest to MVC CAPITAL, INC. a Maryland corporation ("Lender"), to FESTIVAL FUN PARKS, LLC DBA MIAMI SEAQUARIUM, a Delaware limited liability company, successor in interest to MARINE SEAQUARIUM CORPORATION ("Grantor"). Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trademark Security Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Senior Secured Loan Agreement dated as of July 7, 2006, as amended and modified by that certain Amended, Restated and Consolidated Senior Secured Loan Agreement, dated as of October 27, 2010 (as further amended, amended and restated, reaffirmed, supplemented or otherwise modified from time to time, the "Loan Agreement"), made between the Lender and the Grantor, the Lender agreed to extend credit to the Grantor subject to the terms and conditions set forth therein;

WHEREAS, pursuant to that certain Security Agreement by and between the Lender and the Grantor dated as of July 7, 2006, (as amended, amended and restated, reaffirmed, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which the Grantor executed and delivered that certain Trademark Security Agreement dated as of July 7, 2006, as amended and modified by that certain Amendment to Trademark Security Agreement dated as of October 5, 2010, by and between the Lender and the Grantor (the "Trademark Security Agreement");

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, the Grantor granted to the Lender a security interest in all of the Grantor's trademarks and the registrations and applications therefore, including the Released Trademark Collateral (as hereinafter defined);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 12, 2006 at Reel 003346 and Frame 0191; and

WHEREAS, the amendment to the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on November 3, 2010 at Reel 004309 and Frame 0700; and

WHEREAS, the Lender now desires to terminate and release the entirety of the security interest granted in and recorded against the Released Trademark Collateral (as hereinafter defined).

NOW, THEREFORE, for good and valuable consideration, and upon the terms set forth in this Termination and Release, the Lender and the Grantor hereby agree as follows:

1. Definition. The term "Released Trademark Collateral," as used herein, shall mean all rights, title and interests in and to all of Grantor's trademarks and the registrations and applications therefore whether now owned or hereinafter acquired, including the Trademarks listed on Schedule A hereto.

2. Release of Security Interest. The Lender hereby terminates, releases and discharges its Security Interest in and lien on the Released Trademark Collateral, and any right, title or interest the Lender may have in the Released Trademark Collateral shall hereby cease and become void, all without any recourse, representation or warranty of any kind.

3. Authorization. The Lender authorizes the Grantor to request that the United States Patent and Trademark Office record this Termination and Release against the Released Trademark Collateral.

4. Further Assurances. The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case as may be reasonably necessary to effect the release of the security interest in the Released Trademark Collateral.

5. Counterparts. This Termination and Release may be executed in one or more counterparts and by different parties in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Termination and Release by facsimile transmission or other electronic transmission shall be as effective as delivery of a manually signed counterpart of this Termination and Release.

8. GOVERNING LAW. THIS TERMINATION AND RELEASE SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the undersigned have executed this Termination and Release by their respective duly authorized officers as of the date first above written.

BARINGS BDC, INC., successor in interest
to MVC CAPITAL, INC., as Lender
By: Barings LLC, its investment adviser

By: 

Name: Jonathan Bock

Title: Managing Director

FESTIVAL FUN PARKS, LLC DBA
MIAMI SEAQUARIUM, successor in
interest to MARINE EXHIBITION
CORPORATION, as Grantor

By: Bill Lentz
Name: Bill Lentz
Title: General Manager MSQ

Schedule A

Mark	Jurisdiction	App. No., Filing Date	Registration, Registration Date
MIAMI SEAQUARIUM	US	72/170926, 6/13/1963	0,772,473, 06/30/1964
MIAMI SEAQUARIUM	US	76/579329, 3/4/2004	2,980,590, 08/02/2005
SEAQUARIUM	US	72/170924, 6/13/1963	0,767,700, 03/31/1964
SEAQUARIUM	US	73/837194, 11/9/1989	1,648,383, 06/18/1991