

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM707943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LINDBLAD EXPEDITIONS, LLC		02/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WILMINGTON TRUST, NATIONAL ASSOCIATION		
Street Address:	50 SOUTH SIXTH STREET, SUITE 1290		
City:	MINNEAPOLIS		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5971910		
Registration Number:	2582085		
Registration Number:	6059316	EXHILARATION OF DISCOVERY	
Registration Number:	5971945	LINDBLAD EXPEDITIONS	
Registration Number:	2658671	LINDBLAD EXPEDITIONS	
Registration Number:	4108170	SKILLS@SEA	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<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:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	COREY JB BETKER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	35610/99		
NAME OF SUBMITTER:	COREY BETKER		
SIGNATURE:	/COREY BETKER/		

CH \$165.00 5971910

DATE SIGNED:	02/11/2022
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Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 4, 2022 (this “*Agreement*”), among the Company (as defined below), Marventura de Turismo Cia. Ltda. and Metrohotel Cia. Ltda. (the foregoing, collectively, the “*Grantors*” and each a “*Grantor*”), on one hand, and Wilmington Trust, National Association, as collateral trustee (in such capacity, the “*Collateral Trustee*”), on the other hand.

Reference is made to (a) that certain Collateral Trust Agreement dated as of February 4, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Trust Agreement*”) among LINDBLAD EXPEDITIONS, LLC, a Delaware limited liability company (the “*Company*”), the other Grantors from time to time party thereto, WILMINGTON TRUST, NATIONAL ASSOCIATION, as trustee under the Note Indenture, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as administrative agent under the Credit Agreement, each Additional Authorized Representative from time to time party thereto and the Collateral Trustee and (b) that certain Collateral Agreement dated as of February 4, 2022 (as may be amended, restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”) among the Company, LINDBLAD EXPEDITIONS HOLDINGS, INC., a Delaware corporation (“*Holdings*”), certain Subsidiaries of Holdings from time to time party thereto and the Collateral Trustee. In accordance with the Collateral Agreement and the Collateral Trust Agreement, 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 Trust Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1(b) of the Collateral Trust 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 Parity Lien Obligations, the Grantors hereby pledge to the Collateral Trustee, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grant to the Collateral Trustee, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the “*Security Interest*”) in all of the Grantors’ right, title or interest in or to the Trademarks listed on Schedule I attached hereto (the “*Trademark Collateral*”). This Agreement is not to be construed as an assignment of any trademark or trademark application. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any Excluded Assets, including, without limitation, any “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d), or an “Amendment to Allege Use” pursuant to Section 1(c), of the Lanham Act, to the extent that, and during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal Laws.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantors for the purpose of recording the Security Interest with the United States Patent and Trademark Office, or other applicable Governmental Authority. Each Grantor authorizes and

requests that the Commissioner of Patents and the Commissioner of Trademarks, or other applicable Governmental Authority, record this Agreement.

SECTION 4. Termination. The Security Interest granted by each Grantor under this Agreement shall terminate in accordance with Section 7 of the Collateral Trust Agreement. Upon such termination of any Grantor's Security Interest granted hereunder, the Collateral Trustee shall, subject to the requirements of the Collateral Trust Agreement, at the expense of the applicable Grantor, execute, acknowledge, and deliver to such Grantor all instruments in writing in recordable form as such Grantor shall reasonably request to evidence the termination and release of the Security Interest in the Trademark Collateral under this Agreement.

SECTION 5. Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights, protections, immunities, indemnities and remedies of the Collateral Trustee with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement and the Collateral Trust 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 or the Collateral Trust Agreement, the terms of the Collateral Agreement and the Collateral Trust Agreement, as the case may be, shall govern.

SECTION 6. 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 7. 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.

LINDBLAD EXPEDITIONS, LLC, as Grantor

By: 

Name: ~~Craig Feinstein~~

Title: Chief Financial Officer

MARVENTURA DE TURISMO CIA. LTDA., as Grantor

By: _____

Name: Pablo Peña

Title: Executive President

METROHOTEL CIA. LTDA., as Grantor

By: _____

Name: Pablo Peña

Title: Executive President

[Lindblad – Trademark Security Agreement]


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

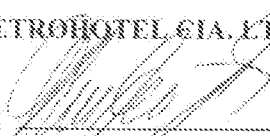
LINDBLAD EXPEDITIONS, LLC, as Grantor

By: _____
Name: Craig Felenstein
Title: Chief Financial Officer

MARVENTURA DE TURISMO CIA. LTDA., as Grantor

By:  _____
Name: Pablo Peña
Title: Executive President

METROHOTEL CIA. LTDA., as Grantor

By:  _____
Name: Pablo Peña
Title: Executive President

[Lindblad -- Trademark Security Agreement]

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Collateral Trustee**

By: *Sarah Vilhauer*
Name: Sarah Vilhauer
Title: Banking Officer

Schedule I

[Attached.]

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
DESIGN ONLY	Australia	2021783 09-JUL-2019	2021783 09-JUL-2019	Lindblad Expeditions, LLC	Registered
LINDBLAD EXPEDITIONS	Australia	1968827 15-NOV-2018	1968827 15-NOV-2018	Lindblad Expeditions, LLC	Registered
THE EXHILARATION OF DISCOVERY	Australia	1968826 15-NOV-2018	1968826 15-NOV-2018	Lindblad Expeditions, LLC	Registered
LINDBLAD EXPEDITIONS	Canada	N/A	1931083 19-NOV-2018	Lindblad Expeditions, LLC	Pending
STYLIZED EYE LOGO	Canada	N/A	1974315 08-JUL-2019	Lindblad Expeditions, LLC	Pending
MARVENTURA DE TURISMO	Ecuador	563 03-APR-2015	2012-28015 12-SEP-2012	Marventura de Turismo Cia. Ltda.	Registered
MARVENTURA DE TURISMO	Ecuador	1452 17-AUG-2010	224637 29-JAN-2010	Marventura de Turismo Cia. Ltda.	Registered
MARVENTURA DE TURISMO CIA LTDA	Ecuador	155 03-APR-2015	2012-28014 12-SEP-2012	Marventura de Turismo Cia. Ltda.	Registered
METROHOTEL	Ecuador	353 02-FEB-2011	230272 31-MAY-2010	Metrohotel Cia. Ltda.	Registered
METROHOTEL CIA LTDA	Ecuador	119 28-FEB-2011	230271 31-MAY-2010	Metrohotel Cia. Ltda.	Registered
NATIONAL GEOGRAPHIC ENDEAVOUR	Ecuador	N/A	2012-28018 12-SEP-2012	Metrohotel Cia. Ltda.	Pending
NATIONAL GEOGRAPHIC ENDEAVOUR	Ecuador	N/A	2012-28019 12-SEP-2012	Metrohotel Cia. Ltda.	Pending
NATIONAL GEOGRAPHIC ISLANDER	Ecuador	N/A	2012-28016 12-SEP-2012	Marventura de Turismo Cia. Ltda.	Pending
NATIONAL GEOGRAPHIC ISLANDER	Ecuador	N/A	2012-28017 12-SEP-2012	Marventura de Turismo Cia. Ltda.	Pending
DESIGN ONLY	New Zealand	1124700 07-JAN-2020	1124700 04-JUL-2019	Lindblad Expeditions, LLC	Registered
LINDBLAD EXPEDITIONS	New Zealand	1107493 16-MAY-2019	1107493 15-NOV-2018	Lindblad Expeditions, LLC	Registered
THE EXHILARATION OF DISCOVERY	New Zealand	1107492 16-MAY-2019	1107492 15-NOV-2018	Lindblad Expeditions, LLC	Registered
DESIGN ONLY	United States	5971910 28-JAN-2020	88497663 02-JUL-2019	Lindblad Expeditions, LLC	Registered
DESIGN ONLY	United States	2582085 18-JUN-2002	76304852 24-AUG-2001	Lindblad Expeditions, LLC	Registered
EXHILARATION OF DISCOVERY	United States	6059316 19-MAY-2020	87927624 18-MAY-2018	Lindblad Expeditions, LLC	Registered

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
LINDBLAD EXPEDITIONS	United States	5971945 28-JAN-2020	88498965 03-JUL-2019	Lindblad Expeditions, LLC	Registered
LINDBLAD EXPEDITIONS	United States	2658671 10-DEC-2002	76302143 20-AUG-2001	Lindblad Expeditions, LLC	Registered
SKILLS@SEA	United States	4108170 06-MAR-2012	85353822 23-JUN-2011	Lindblad Expeditions, LLC	Registered

TRADEMARK

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[Lindblad – Trademark Security Agreement]

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RECORDED: 02/11/2022