

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747062

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MS LEISURE COMPANY		06/27/2022	Corporation: FLORIDA
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 Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0772473	MIAMI SEAQUARIUM	
Registration Number:	2980590	MIAMI SEAQUARIUM	
Registration Number:	1648383	SEAQUARIUM	
CORRESPONDENCE DATA			
Fax Number:	2028874288		
<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:	2028874000		
Email:	mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com		
Correspondent Name:	Mussie B Beyene		
Address Line 1:	2001 K Street N.W.		
Address Line 4:	Washington DC, D.C. 20006		
ATTORNEY DOCKET NUMBER:	700934.0001		
NAME OF SUBMITTER:	Mussie B Beyene		
SIGNATURE:	/Mussie B Beyene/		
DATE SIGNED:	08/09/2022		
Total Attachments: 6			
source=09. Dolphin Discovery - 2022 Trademark Security Agreement (Executed)#page1.tif			
source=09. Dolphin Discovery - 2022 Trademark Security Agreement (Executed)#page2.tif			
source=09. Dolphin Discovery - 2022 Trademark Security Agreement (Executed)#page3.tif			

CH \$90.00 0772473

source=09. Dolphin Discovery - 2022 Trademark Security Agreement (Executed)#page4.tif
source=09. Dolphin Discovery - 2022 Trademark Security Agreement (Executed)#page5.tif
source=09. Dolphin Discovery - 2022 Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “**Trademark Security Agreement**”) is made this June 27, 2022, among the Grantor listed on the signature pages hereof (the “**Grantor**”), and Wilmington Trust, National Association, as Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Note Purchase and Guarantee Agreement dated June 27, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Note Purchase Agreement**”) by and among, *inter alios*, Controladora Dolphin, S.A. de C.V., a corporation organized under the laws of Mexico (the “**Company**”), the Grantor, the Collateral Agent and the purchasers and other holders of the Notes from time to time party thereto (collectively, the “**Purchasers**”), the Company has issued and sold Notes to the Purchasers;

WHEREAS, the Grantor entered into that certain Amended and Restated Security Agreement dated June 27, 2022 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “**Security Agreement**”) by and among, *inter alios*, the Company, the Grantor and the other entities party thereto as “**Grantors**” and the Collateral Agent in order to, among other things, induce the Purchasers to purchase the Notes as provided for in the Note Purchase Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantor hereby unconditionally grants, collaterally assigns and pledges to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Collateral Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving the Grantor.

4. SECURITY AGREEMENT. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Collateral Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Collateral Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of the Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

MS LEISURE COMPANY

By: _____

Name: Eduardo Albor Villanueva

Title: President

[Signature page to Trademark Security Agreement – Dolphin]

TRADEMARK
REEL: 007816 FRAME: 0504

ACCEPTED AND ACKNOWLEDGED BY:

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

By: 

Name: Annmarie Warren

Title: Assistant Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

TRADEMARK	CLASS	HOLDER	REGISTRATION NUMBER	EXPIRATION DATE
MIAMI SEAQUARIUM	20	MS LEISURE COMPANY	0772473	June 30, 2024
MIAMI SEAQUARIUM	08, 16, 18, 21, 25, 41	MS LEISURE COMPANY	2980590	August 04, 2025
SEAQUARIUM	41	MS LEISURE COMPANY	1648383	June 18, 2031

Exclusive Trademark Licenses

None.