

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM761298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CRYSTAL LAGOONS TECHNOLOGIES, INC.		10/14/2022	Corporation:
RECEIVING PARTY DATA			
Name:	GPC INCOME PARTNERS INVESTMENTS (SWAN) LP		
Street Address:	660 Steamboat Road, First Floor		
City:	Greenwich		
State/Country:	CONNECTICUT		
Postal Code:	06830		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	5454097	CRYSTAL LAGOONS	
Registration Number:	6042995	CRYSTAL LAGOONS	
Registration Number:	5312449	CRYSTAL LAGOONS	
Registration Number:	5465084	CRYSTAL LAGOONS	
Registration Number:	3881936	CRYSTAL LAGOONS	
Registration Number:	5870729	CRYSTAL LAGOONS	
Registration Number:	5551251	CRYSTAL LAGOONS WORLD'S BEST AMENITY	
Registration Number:	5336166	CRYSTAL LAGOONS, WORLD'S TOP AMENITY	
Registration Number:	5710041	CRYSTAL BEACH	
Registration Number:	6335339	CRYSTAL BEACH	
Registration Number:	5934312	THE BEACH	
Registration Number:	5927101	THE BEACH BY CRYSTAL LAGOONS	
Registration Number:	6358732	CRYSTAL PARK	
Registration Number:	6364989	CITY BEACH	
Registration Number:	6449507	PAL	
Registration Number:	6457877	PUBLIC ACCESS LAGOONS	
Registration Number:	6604786	THE MEETING POINT OF THE 21ST CENTURY	
Registration Number:	6617542	THE URBAN REVOLUTION	
Registration Number:	6617543	BRINGING THE BEACH LIFE TO YOUR CITY	
		TRADEMARK	

OP \$590.00 5454097

Property Type	Number	Word Mark
Registration Number:	6617544	URBAN BEACH LIFE
Registration Number:	6512414	WEDDING PENINSULA BY CRYSTAL LAGOONS
Registration Number:	6860027	WEDDING PENINSULA
Serial Number:	88921306	PENINSULA DE LOS NOVIOS

CORRESPONDENCE DATA

Fax Number: 8602402700

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: 8602402755

Email: derek.wayne@morganlewis.com

Correspondent Name: Derek Wayne

Address Line 1: Morgan, Lewis & Bockius LLP

Address Line 2: One State Street

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Derek Wayne
SIGNATURE:	/s/ Derek Wayne
DATE SIGNED:	10/14/2022

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 14, 2022, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of GPC INCOME PARTNERS INVESTMENTS (SWAN) LP, a Delaware limited partnership (“*GPC*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Credit Agreement, dated as of October 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among Crystal Lagoons U.S. Corp., a Delaware corporation (the “*Borrower*”), certain Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), the Collateral Agent, and GPC, as administrative agent for the Lenders (in such capacity, together with its successors and permitted assigns in such capacity, the “*Administrative Agent*” and together with the Collateral Agent, collectively, the “*Agents*” and each an “*Agent*”);

WHEREAS, in connection with the Credit Agreement, the Credit Parties (other than the Additional Grantor) have entered into the U.S. Security Agreement, dated as of October 14, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent, for the benefit of the Secured Parties; and

WHEREAS, pursuant to the Security Agreement, all of the Grantors are party thereto are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make, or continue to make, their respective extensions of credit to the Borrower under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its United States Trademarks, including those referred to on Schedule I hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent 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. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.** In addition, the provisions of Section 7.06, 7.07, 7.08 and 7.11 of the Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

CRYSTAL LAGOONS TECHNOLOGIES,
INC., as Grantor

By: _____
Name: Fernando Fischmann
Title: President

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

Title	Filing Office	Status	Filing Date	Application No.	Registration Date	Registration No.	Owner
CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2016-04-08	86969922	2018-04-24	5454097	Crystal Lagoons Technologies, Inc.
CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2017-10-27	87663162	2020-04-28	6042995	Crystal Lagoons Technologies, Inc.
CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2016-04-08	86982887	2017-10-17	5312449	Crystal Lagoons Technologies, Inc.
CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2016-03-29	86956291	2018-05-08	5465084	Crystal Lagoons Technologies, Inc.
CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2007-04-18	76675756	2010-11-30	3881936	Crystal Lagoons Technologies, Inc.

CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2016-10-03	87191758	2019-10-01	5870729	Crystal Lagoons Technologies, Inc.
CRYSTAL LAGOONS WORLD'S BEST AMENITY	United States Patent and Trademark Office	Registered	2016-04-09	86970104	2018-08-28	5551251	Crystal Lagoons Technologies, Inc.
CRYSTAL LAGOONS, WORLD'S TOP AMENITY	United States Patent and Trademark Office	Registered	2016-04-09	86970103	2017-11-14	5336166	Crystal Lagoons Technologies, Inc.
CRYSTAL BEACH	United States Patent and Trademark Office	Registered	2015-11-27	86832963	2019-03-26	5710041	Crystal Lagoons Technologies, Inc.
CRYSTAL BEACH	United States Patent and Trademark Office	Registered	2017-08-04	87556592	2021-04-27	6335339	Crystal Lagoons Technologies, Inc.
THE BEACH	United States Patent and Trademark Office	Registered (Supplemental)	2017-08-14	87568426	2019-12-10	5934312	Crystal Lagoons Technologies, Inc.
THE BEACH BY CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2017-08-14	87568438	2019-12-03	5927101	Crystal Lagoons Technologies, Inc.

CRYSTAL PARK	United States Patent and Trademark Office	Registered	2018-08-17	88083178	2021-05-25	6358732	Crystal Lagoons Technologies, Inc.
CITY BEACH	United States Patent and Trademark Office	Registered	2019-04-30	88/409701	2021-05-25	6364989	Crystal Lagoons Technologies, Inc.
PAL	United States Patent and Trademark Office	Registered (Supplemental)	2019-10-22	88/663,746	2021-08-10	6,449,507	Crystal Lagoons Technologies, Inc.
Public Access Lagoons	United States Patent and Trademark Office	Registered	2019-10-22	88/663,752	2021-08-17	6,457,877	Crystal Lagoons Technologies, Inc.
THE MEETING POINT OF THE 21ST CENTURY	United States Patent and Trademark Office	Registered	2020-01-15	88/760575	2022-01-04	6,604,786	Crystal Lagoons Technologies, Inc.
THE URBAN REVOLUTION	United States Patent and Trademark Office	Registered	2020-01-15	88/760579	2022-01-18	6,617,542	Crystal Lagoons Technologies, Inc.
BRINGING THE BEACH LIFE TO YOUR CITY	United States Patent and Trademark Office	Registered	2020-01-15	88/760585	2022-01-18	6,617,543	Crystal Lagoons Technologies, Inc.

URBAN BEACH LIFE	United States Patent and Trademark Office	Registered	2020-01-15	88/760588	2022-01-18	6,617,544	Crystal Lagoons Technologies, Inc.
WEDDING PENINSULA BY CRYSTAL LAGOONS	United States Patent and Trademark Office	Registered	2020-05-18	88/921302	2021-10-05	6512414	Crystal Lagoons Technologies, Inc.
WEDDING PENINSULA	United States Patent and Trademark Office	Registered	2020-05-28	88/921297	2022-09-27	6,860,027	Crystal Lagoons Technologies, Inc.

2. PENDING TRADEMARK APPLICATIONS

Title	Filing Office	Status	Application Filing Date	Application No.	Owner
PENINSULA DE LOS NOVIOS	United States Patent and Trademark Office	Application Filed	2020-05-18	88/921306	Crystal Lagoons Technologies, Inc.

TRADEMARK

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