

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM823797

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCOAST CONSTRUCTION ENTERPRISES LLC		07/12/2023	Limited Liability Company: FLORIDA
BOATZON HOLDINGS LLC		07/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MANUFACTURERS AND TRADERS TRUST COMPANY		
Street Address:	345 Main St., 3rd Floor		
City:	Buffalo		
State/Country:	NEW YORK		
Postal Code:	14203		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6339701	MIDCOAST	
Registration Number:	6680187	BOATZON	
CORRESPONDENCE DATA			
Fax Number:	4048817777		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird LLP		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	571645		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	/Elissa Hart/		
DATE SIGNED:	07/12/2023		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST IN
TRADEMARKS

July 12, 2023

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **MIDCOAST CONSTRUCTION ENTERPRISES LLC**, a Florida limited liability company and **BOATZON HOLDINGS LLC**, a Delaware limited liability company (collectively, the “Grantor”) on the date hereof each hereby grants to **MANUFACTURERS AND TRADERS TRUST COMPANY**, as the Administrative Agent (in such capacity, the “Grantee”), for the ratable benefit of the Credit Parties, a continuing first priority security interest in and Lien on all of the right, title and interest of the Grantor in all of the following property whether now owned or at any time hereafter acquired or created by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest, as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Guarantee and Collateral Agreement referred to below): (i) the respective Trademarks set forth on Schedule A attached hereto (collectively, the “Trademark Collateral”); (ii) [reserved], (iii) all Proceeds (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademark Collateral, and (iv) all IP-Related Rights (as such term is defined in the Guarantee and Collateral Agreement referred to below) of the Trademark Collateral.

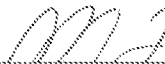
THIS GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Grant”) as collateral security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Guarantee and Collateral Agreement referred to below), as such term is defined in that certain Guarantee and Collateral Agreement among MarineMax, Inc., a Florida corporation (“MarineMax”), certain subsidiaries and/or affiliates of MarineMax, the other grantors from time to time party thereto and the Grantee, dated as of August 8, 2022 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”). All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Collateral Agreement.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Guarantee and Collateral Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to those set forth in the Guarantee and Collateral Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall govern. This Grant may be executed in counterparts (including by telecopy or in electronic (i.e., “pdf” or “tif”) format) and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

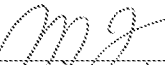
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the date referenced above.

MIDCOAST CONSTRUCTION ENTERPRISES LLC,
as Grantor

By: 
Name: Michael H. McLamb
Title: President, Secretary and Treasurer

BOATZON HOLDINGS LLC, as Grantor

By: 
Name: Michael H. McLamb
Title: Manager and Secretary

TRADEMARKS

Trademark	Country/ Jurisdiction	Registration No./ Serial No.	Filing Date	Registration Date	Owner	Security Interest (Reel / Frame)
MIDCOAST	United States	RN: 6339701 SN: 90154754	Sep. 2, 2020	May 4, 2021	Midcoast Construction Enterprises LLC (Florida LLC)	<i>none recorded</i>
BOATZON	United States	RN: 6680187 SN: 88862667	Apr. 7, 2020	Mar. 22, 2022	Boatzon Holdings LLC (Delaware LLC)	<i>none recorded</i>