

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
One Water Marine Holdings, LLC		11/15/2023	Limited Liability Company: GEORGIA
RECEIVING PARTY DATA			
Name:	Truist Bank, as Collateral Agent		
Street Address:	303 Peachtree Street, N.E., 25th Floor		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	Banking Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	98077989	ONEWATER	
Serial Number:	98065020	W ONE WAKE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2136207848		
Email:	iprecordations@whitecase.com		
Correspondent Name:	Justine Lu/White & Case LLP		
Address Line 1:	555 South Flower Street, Suite 2700		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	1134397-0156-S216		
NAME OF SUBMITTER:	Justine Lu		
SIGNATURE:	/Justine Lu/		
DATE SIGNED:	11/17/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 15, 2023 (this “**Agreement**”), is made by **ONE WATER MARINE HOLDINGS, LLC**, a Georgia limited liability company (the “**Grantor**”), in favor of **TRUIST BANK**, as Collateral Agent for the Secured Parties (in such capacity, the “**Collateral Agent**”). Capitalized terms used but not defined herein shall have the respective meanings assigned thereto in that certain Pledge and Security Agreement, dated July 22, 2020, between the Grantor, the other Grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”).

WHEREAS, the Grantor is the applicant or registrant for the Trademarks listed on **Schedule 1** hereto (the “**Trademarks**”), which Trademarks are registered or applied for in the United States Patent and Trademark Office; and

WHEREAS, pursuant to the Security Agreement, as collateral security for all of the Secured Obligations, the Grantor has pledged and assigned to the Collateral Agent, and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Grant of Security. The Grantor hereby pledges and grants to the Collateral Agent a security interest in and to all of the right, title and interest of such Grantor in, to and under the following (collectively, the “**Trademark Collateral**”):

(a) the Trademarks, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof, excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Section 2. Recordation. The Grantor hereby authorizes the Commissioner for Trademarks and any other relevant Governmental Authority to record and register this Agreement upon request by the Collateral Agent.

Section 3. Credit Documents. This Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Collateral Agent with respect to the Trademark Collateral are as provided

by the Credit Agreement, the Security Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

Section 4. Authorization to Supplement. The Grantor hereby authorizes the Collateral Agent unilaterally to modify this Agreement by amending Schedule 1 to include any future Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Collateral Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1 attached hereto.

Section 5. Execution and Delivery. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission (including "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 6. Successors and Assigns. This Agreement shall be binding on the Grantor and its successors and assigns and shall inure to the benefit of the Collateral Agent and its successors and assigns.

Section 7. Modifications. This Agreement or any provision hereof may not be amended, restated, waived, terminated or otherwise modified except in accordance with the amendment provisions of the Security Agreement.

Section 8. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE COLLATERAL AGENT AND THE GRANTOR HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed as of the date first above written by its duly authorized officers.

ONE WATER MARINE HOLDINGS, LLC,
as Grantor

By: 

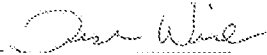
Name: **Jack Ezzell**

Title: **Chief Financial Officer**

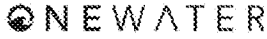

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 008262 FRAME: 0331

TRUIST BANK,
as the Collateral Agent

By:  _____
Name: Tesha Winslow
Title: Director

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

Trademark	App. No.	App. Date	Registration No.	Registration Date
	98077989	7/10/2023	N/A	N/A
	98065020	6/29/2023	N/A	N/A