

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854900

| | | | |
|---|--|------------------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Hornblower Group, Inc. | | 11/17/2023 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | UBS AG, Stamford Branch, as Collateral Agent | | |
| Street Address: | 600 Washington Boulevard | | |
| City: | Stamford | | |
| State/Country: | CONNECTICUT | | |
| Postal Code: | 06901 | | |
| Entity Type: | Banking Corporation: SWITZERLAND | | |
| PROPERTY NUMBERS Total: 15 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6681220 | CITYCRUISES | |
| Registration Number: | 6959917 | RESPECT OUR PLANET | |
| Registration Number: | 6683842 | | |
| Registration Number: | 6684356 | | |
| Registration Number: | 6988546 | ANCHOR | |
| Registration Number: | 6843045 | CITY EXPERIENCES BY HORNBLOWER | |
| Registration Number: | 6783738 | VENTURE ASHORE | |
| Registration Number: | 7044229 | VENTURE ASHORE BY CITY EXPERIENCES | |
| Registration Number: | 7046634 | CITYFERRY BY HORNBLOWER | |
| Registration Number: | 7035061 | VENTURE SAFE | |
| Registration Number: | 7059389 | WHEELHOUSE UNIVERSITY | |
| Registration Number: | 7047041 | CITYFERRY BY HORNBLOWER | |
| Registration Number: | 7175916 | DEVOUR TOURS | |
| Registration Number: | 7037151 | DEVOUR | |
| Serial Number: | 97870600 | POTOMAC WATER TAXI | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2024083141 | | |
| <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> | | | |

CH \$390.00 6681220

Phone: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 11/20/2023

Total Attachments: 6

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Notice of Security Interests in Trademarks

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of November 17, 2023 (this “Agreement”), made by Hornblower Group, Inc., a California corporation (the “Pledgor”), in favor of UBS AG, STAMFORD BRANCH, as Collateral Agent.

Reference is made to the Collateral Agreement dated as of May 13, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Hornblower Sub, LLC (“Hornblower Borrower”), American Queen Sub, LLC (“AQ Borrower” and, together with Hornblower Borrower, each a “Borrower” and, collectively, the “Borrowers”), each subsidiary of the Borrowers identified therein and the Collateral Agent. 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 Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, the Pledgor pursuant to the Collateral Agreement hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “IP Collateral”):

(a) all trademarks, service marks, corporate names, company names, business names, trade names, domain names, trade dress, logos and taglines, all registrations thereof (if any), and all registration and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, and all renewals thereof, including those listed on Schedule I hereto and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge and grant of security interest will not include any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not been deemed in conformance with Section 1(a) of the Lanham Act and examined and accepted by the United States Patent and Trademark Office).

SECTION 3. *Collateral Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral 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, the terms of the Collateral Agreement shall govern.

SECTION 4. *Recordation.* The Pledgors hereby request and authorize the United States Patent and Trademark Office to record this Agreement against the IP Collateral.

SECTION 5. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section 9.15 of the Credit Agreement (including the delivery of any certificate required thereunder) execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.


SECTION 7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS

AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Pages Follow]

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

HORNBLLOWER GROUP, INC.

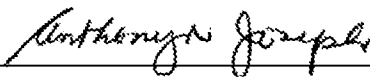
By:  _____

Name: Adam Peakes

Title: President, Treasurer and Secretary

UBS AG, STAMFORD BRANCH,
as Collateral Agent,

By



Name: Anthony N. Joseph
Title: Associate Director

By



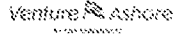




Name: Peter Mazogiou
Title: Authorized Signatory

Schedule I
Notice of Security Interests in Trademarks

Trademarks Owned by Hornblower Group, Inc.

U.S. Federal Trademark Registrations and Applications

| Owner | Mark | Reg. No./App. No. (as applicable) |
|------------------------|--|--------------------------------------|
| Hornblower Group, Inc. | CITYCRUISES | 6681220 |
| Hornblower Group, Inc. | RESPECT OUR PLANET | 6959917 |
| Hornblower Group, Inc. | Design Only  | 6683842 |
| Hornblower Group, Inc. | Design Only  | 6684356 |
| Hornblower Group, Inc. | ANCHOR | 6988546 |
| Hornblower Group, Inc. | CITY EXPERIENCES BY HORNBLOWER | 6843045 |
| Hornblower Group, Inc. | VENTURE ASHORE | 6783738 |
| Hornblower Group, Inc. | VENTURE ASHORE BY CITY EXPERIENCES  | 7044229 |
| Hornblower Group, Inc. | CITYFERRY BY HORNBLOWER  | 7046634 |
| Hornblower Group, Inc. | VENTURE SAFE | 7035061 |
| Hornblower Group, Inc. | WHEELHOUSE UNIVERSITY | 7059389 |
| Hornblower Group, Inc. | CITYFERRY BY HORNBLOWER | 7047041 |
| Hornblower Group, Inc. | DEVOUR TOURS | 7175916 |
| Hornblower Group, Inc. | DEVOUR  | 7037151 |
| Hornblower Group, Inc. | POTOMAC WATER TAXI | N/A (Serial No. 97870600) Pending |