

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM855501

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Hornblower Group, Inc.		11/17/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Alter Domus (US) LLC, as Collateral Agent		
<b>Street Address:</b>	225 W. WASHINGTON STREET, 9TH FLOOR		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6681220	CITYCRUISES	
<b>Registration Number:</b>	6959917	RESPECT OUR PLANET	
<b>Registration Number:</b>	6683842		
<b>Registration Number:</b>	6684356		
<b>Registration Number:</b>	6988546	ANCHOR	
<b>Registration Number:</b>	6843045	CITY EXPERIENCES BY HORNBLOWER	
<b>Registration Number:</b>	6783738	VENTURE ASHORE	
<b>Registration Number:</b>	7044229	VENTURE ASHORE BY CITY EXPERIENCES	
<b>Registration Number:</b>	7046634	CITYFERRY BY HORNBLOWER	
<b>Registration Number:</b>	7035061	VENTURE SAFE	
<b>Registration Number:</b>	7059389	WHEELHOUSE UNIVERSITY	
<b>Registration Number:</b>	7047041	CITYFERRY BY HORNBLOWER	
<b>Registration Number:</b>	7175916	DEVOUR TOURS	
<b>Registration Number:</b>	7037151	DEVOUR	
<b>Serial Number:</b>	97870600	POTOMAC WATER TAXI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		
<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:** 2028357500  
**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos, Esq.  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** Washington, ILLINOIS 20006

**ATTORNEY DOCKET NUMBER:** 47008.00001

**NAME OF SUBMITTER:** Javier J. Ramos

**SIGNATURE:** /Javier J. Ramos/

**DATE SIGNED:** 11/22/2023

**Total Attachments: 5**

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**Notice of Security Interests (Superpriority) in Trademarks**

NOTICE OF SECURITY INTERESTS (SUPERPRIORITY) IN TRADEMARKS dated as of November 17, 2023 (this “Agreement”), made by Hornblower Group, Inc., a California corporation (the “Pledgor”), in favor of Alter Domus (US) LLC, as Collateral Agent.

Reference is made to the Amended and Restated Collateral Agreement (Superpriority) dated as of November 17, 2023 (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, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registrations and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, or any political subdivision thereof, 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 Superpriority 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]

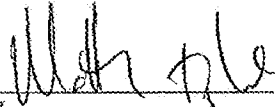
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HORNBLLOWER GROUP, INC.

By:   
Name: Adam Peakes  
Title: President, Treasurer and Secretary

ALTER DOMUS (US) LLC,  
as Collateral Agent,

By



Name:

Title:

Matthew Trybula  
Associate Counsel



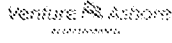


*[Signature Page to Notice of Security Interests (Superpriority) in Trademarks]*

**TRADEMARK**  
**REEL: 008267 FRAME: 0272**

Schedule I  
Notice of Security Interests (Superpriority) 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

*[Signature Page to Notice of Security Interests (Superpriority) in Trademarks]*