

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM863765

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination of IP Security Agreement Recorded at R/F 7755/0925		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
California Bank of Commerce		12/22/2023	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Moose Boats, LLC		
<b>Street Address:</b>	1175 Nimitz Ave.		
<b>Internal Address:</b>	Suite 115		
<b>City:</b>	Vallejo		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94592		
<b>Entity Type:</b>	Limited Liability Company: CALIFORNIA		
<b>Name:</b>	Lind Marine Incorporated		
<b>Street Address:</b>	300 East D Street		
<b>City:</b>	Petaluma		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94952		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3017018		
<b>Registration Number:</b>	3069811	MOOSE BOATS	
<b>Registration Number:</b>	5953607	PACIFIC PEARL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<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>			
<b>Phone:</b>	312.862.3135		
<b>Email:</b>	barbara.siepka@kirkland.com		
<b>Correspondent Name:</b>	Barbara M. Siepka		
<b>Address Line 1:</b>	300 North LaSalle		
<b>Address Line 2:</b>	Kirkland & Ellis LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		

CH \$90.00 3017018

<b>ATTORNEY DOCKET NUMBER:</b>	52374-1
<b>NAME OF SUBMITTER:</b>	Barbara M. Siepka
<b>SIGNATURE:</b>	/Barbara M. Siepka/
<b>DATE SIGNED:</b>	12/26/2023
<b>Total Attachments: 4</b> source=Lind Marine - IP Release#page1.tif source=Lind Marine - IP Release#page2.tif source=Lind Marine - IP Release#page3.tif source=Lind Marine - IP Release#page4.tif	

## TERMINATION OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Termination of Intellectual Property Security Agreement (this "Termination"), dated as of December 22, 2023, by California Bank Of Commerce (the "Bank"), in favor of Lind Marine LLC, a Delaware limited liability company, Lind Marine Incorporated, a California corporation, Riverview Equipment Company, LLC, a California limited liability company, Lind Tug and Barge, LLC, a California limited liability company, Moose Boats, LLC, a California limited liability company and successor in interest to Moose Boats, Inc., a California corporation, Lind Holdco LLC, a Delaware limited liability company (each a "Grantor" and together, the "Grantors"), under the Security Agreements (defined below).

### RECITALS

WHEREAS, the Grantor, other parties thereto and the Bank entered into (i) that certain Loan and Security Agreement, dated as of June 16, 2022 in favor of Bank (as amended, restated, and/or otherwise modified from time to time, the "Loan and Security Agreement") and (ii) that certain Intellectual Property Security Agreement dated as of June 16, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement; and the IP Security Agreement, together with the Security Agreement, collectively, the "Security Agreements");

WHEREAS, pursuant to the Security Agreements, the Grantor granted to the Bank a security interest in the Collateral, including Patents, Trademarks and Copyrights;

WHEREAS, the IP Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 17, 2022 at reel 7755 and frame 0925;

WHEREAS, Bank desires to release any security interest and any other lien it may have in the Collateral, and assign all right, title and interest it may have in and to the Collateral back to the Grantors; and

WHEREAS, the IP Security Agreement has been terminated.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Collateral pursuant to the Security Agreements, the receipt and sufficiency of which are hereby acknowledged, the Bank agrees as follows:

1. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the IP Security Agreement or Loan and Security Agreement, as applicable.

2. The Bank is executing and delivering this Termination as further evidence of the termination of the Security Agreements and the release of any security interests created thereunder.

3. The Bank hereby claims no further right, title, or interest whatsoever in or to any and all of the Collateral, and accordingly, the Bank hereby expressly, absolutely, unconditionally fully and irrevocably releases, terminates and discharges any security interests, pledges or liens that Bank may have in and to any and all of the Collateral (including but not limited to the Trademarks listed on Exhibit A hereto) and assigns, transfers and conveys to the Grantor any and all of its rights, title and interests in the Collateral.

4. The Bank agrees that, at the Grantors' sole expense, it shall execute all other documents and do all other acts as reasonably requested by the Grantors to relinquish and effect the release of its security interest in the Collateral and authorizes and requests that the United States Patent and

Trademark Office (or any equivalent or successor office) note and record the release hereby given and any other filings necessary to evidence the release and termination of the Bank's rights and interests under the Security Agreements.

5. This Termination and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

[Signature page follows]


IN WITNESS WHEREOF, this Termination is executed as of the first date written above.

**CALIFORNIA BANK OF COMMERCE**

By: Raelene Sagapolu  
Name: Raelene Sagapolu  
Title: SVP, Portfolio Manager

*[Signature Page to Termination of Trademark Security Agreement]*

Exhibit A

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>
Moose Boats, LLC (f/k/a Moose Boats, Inc.)	U.S.		76607969 / 3017018	8/20/2004 / 11/22/2005
Moose Boats, LLC (f/k/a Moose Boats, Inc.)	U.S.	<b>MOOSE BOATS</b>	76608054 / 3069811	8/20/2004/ 3/21/2006
Lind Marine Incorporated	U.S.	<b>PACIFIC PEARL</b>	88415344/ 5953607	5/3/2019/ 1/7/2020