

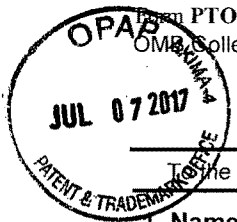
07/12/2017



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U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

DA



Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/201

RECORDATION COVER SHEET

MRD 7-7-17 TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

SEMINOLE MARINE, INC.

- Individual(s)
- Partnership
- Corporation- State: Florida
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 30, 2017

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: THE BRAND BANKING COMPANY

Street Address: 3328 Peachtree Road, Suite 400

City: Atlanta

State: GA

Country: USA Zip: 30326

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other State Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

3109299; 3106775

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Bradley E. Wahl

Internal Address: 201 17th Street, NW Suite 1700

Street Address: 201 17th Street, NW Suite 1700

City: Atlanta

State: Georgia Zip: 30363

Phone Number: 404-322-6250

Docket Number:

Email Address: allison.lynych@nelsonmullins.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$65.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/12/2017 KNGUYEN1 00000002 3109299

01 FC:8521
02 FC:8522

40.00 OP
25.00 OP

Deposit Account Number

Authorized User Name

9. Signature:

Signature

Bradley E. Wahl

Name of Person Signing

June 30, 2017

Date

Total number of pages including cover sheet, attachments, and document

6

TRADEMARK

REEL: 006105 FRAME: 0663

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2017, is made by SEMINOLE MARINE, INC., a Florida corporation ("Debtor"), in favor of and THE BRAND BANKING COMPANY ("Bank")

WITNESSETH:

WHEREAS, Debtor, GO FISHING INVESTMENT LLC, CALICO INVESTMENTS, LLC (collectively with Debtor, "Borrowers") and Bank have entered into a Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Debtor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Bank to enter into the Loan Agreement and to induce Bank to make its extensions of credit to Borrowers thereunder, Debtor hereby agrees with Bank as follows:

Section 1. Defined Terms.

(a) Capitalized terms used herein without definition are used as defined in the Loan Agreement.

(b) Capitalized terms that are not otherwise defined herein shall have the meanings set forth herein:

"Trademarks" shall mean (a) all trademarks, trade names, fictitious business names, service marks, logos, trade dress and other source or business identifiers (whether registered or unregistered), and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule 1, (b) the right to obtain all renewals thereof, and (c) all income, royalties, and proceeds at any time due or payable or asserted under or with respect to any of the foregoing.

"Trademark License" shall mean any agreement, whether written or oral, providing for the grant by or to Debtor of any right to use any Trademark, including any of the foregoing referred to in Schedule 1.

Section 2. Grant of Security Interest in Trademark Collateral. Debtor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Debtor, hereby mortgages and pledges to Bank, and grants to Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral (the "*Trademark Collateral*"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to Debtor of any right under any Trademark, including those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Debt at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

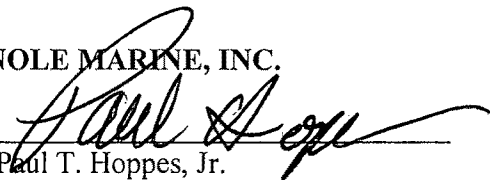
Section 3. Loan Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Bank pursuant to the Loan Agreement and Debtor hereby acknowledges and agrees that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Section 4. Debtor Remains Liable. Debtor hereby agrees that, anything herein to the contrary notwithstanding, Debtor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF GEORGIA WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.**

SEMINOLE MARINE, INC.

By: 
Name: Paul T. Hoppes, Jr.
Title: President

[SEAL]



ACCEPTED AND AGREED:

THE BRAND BANKING COMPANY

By: _____
Kim Ward, Senior Vice President

SEMINOLE MARINE, INC.

By: _____

Name: Paul T. Hoppes, Jr.

Title: President

[SEAL]

ACCEPTED AND AGREED:

THE BRAND BANKING COMPANY

By: *Kim Ward*
Kim Ward, Senior Vice President

Trademark Security Agreement

Schedule 1

TRADEMARK NAME	Registration	US Registration Number	US Serial Number	Registration date
DEMAND THE DIFFERENCE	US	3109299	78669140	June 27, 2006, renewed June 27, 2016
SAILFISH	US	3106775	78667343	June 27, 2006, renewed June 27, 2016



Nelson Mullins

Nelson Mullins Riley & Scarborough LLP

Attorneys and Counselors at Law

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Tel: 404.322.6000 Fax: 404.322.6050

www.nelsonmullins.com

July 5, 2017

VIA FEDERAL EXPRESS

Mail Stop Assignment Recordation Branch
Director of the USPTO
600 Dulany Street
Alexandria, VA 22314

RE: Recordation of Trademark Security Agreement
Our File: 32397/09040

Dear Sir/Madam:

Enclosed for filing please find a Recordation Form Cover Sheet "Trademarks Only", each with a Trademark Security Agreement and a check to cover the recording fee.

Please call me at 404-322-6270 or send an email to Allison.lynch@nelsonmullins.com if you have any questions or need anything further to record the documents.

Very truly yours,

Allison C. Lynch
Assistant to Bradley E. Wahl

/acl
Enclosures