

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM494697

|   |  |                       |                                     |
|---|--|-----------------------|-------------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |                                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |                                     |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                                     |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                  |
| The City Marina Company   |  | 10/15/2018            | General Partnership: SOUTH CAROLINA |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                                     |
| <b>Name:</b>  | SHM Charleston City Marina, LLC                    |                       |                                     |
| <b>Street Address:</b>  | 14785 Preston Road                                 |                       |                                     |
| <b>Internal Address:</b>  | Suite 975  |                       |                                     |
| <b>City:</b>  | Dallas   |                       |                                     |
| <b>State/Country:</b>   | TEXAS  |                       |                                     |
| <b>Postal Code:</b>   | 75254  |                       |                                     |
| <b>Entity Type:</b>   | Limited Liability Company: DELAWARE                |                       |                                     |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |                                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |                                     |
| <b>Registration Number:</b>   | 2898185  | MEGADOCK              |                                     |
| <b>CORRESPONDENCE DATA</b>  |  |                       |                                     |
| <b>Fax Number:</b>  | 312-876-79   |                       |                                     |
| <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>   | 312-876-8000                                       |                       |                                     |
| <b>Email:</b>   | trademarks.us@dentons.com                          |                       |                                     |
| <b>Correspondent Name:</b>  | Dentons US LLP                                     |                       |                                     |
| <b>Address Line 1:</b>  | P.O. Box 061080                                    |                       |                                     |
| <b>Address Line 2:</b>  | Wacker Drive Station, Willis Tower                 |                       |                                     |
| <b>Address Line 4:</b>  | Chicago, ILLINOIS 60606-1080                       |                       |                                     |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 15258258.022                                       |                       |                                     |
| <b>NAME OF SUBMITTER:</b>   | BRIAN R. MCGINLEY                                  |                       |                                     |
| <b>SIGNATURE:</b>   | /brm/  |                       |                                     |
| <b>DATE SIGNED:</b>   | 10/19/2018   |                       |                                     |
| <b>Total Attachments: 4</b>   |  |                       |                                     |
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Agreement"), is entered into and effective as of this 15th day of October, 2018, by and between **THE CITY MARINA COMPANY**, a South Carolina general partnership, located at 17 Lockwood Drive, Charleston, South Carolina, 29402, ("Assignor"), and **SHM CHARLESTON CITY MARINA, LLC**, a Delaware limited liability company, having offices at 14785 Preston Road, Suite 975, Dallas, Texas, 75254 ("Assignee").

WITNESSETH:

WHEREAS, Assignor owns certain common law and/or pending or registered trademarks specifically set forth on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, Assignee desires to acquire such Trademarks from Assignor, and Assignor desires to assign, transfer and convey the Trademarks to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks including all common law rights relating thereto, and all claims for damages by reason of past, present and future infringement(s) of the Trademarks with the right to sue for and collect damages.

Assignee may record this Agreement with the United States Patent and Trademark Office and with comparable offices in other jurisdictions throughout the world, as well as with any other United States or foreign government office as may be necessary or appropriate. All costs associated with any such registrations or recordations shall be paid by Assignee. The parties agree to take any further actions and execute and further documents necessary to carry out the spirit and intent of this Agreement.

Assignor covenants to Assignee, its successors, assigns and legal representatives, that the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license or other encumbrance.

*[EXECUTION PAGES TO FOLLOW]*

Assignor and Assignee have executed this Assignment as of the Effective Date.

**ASSIGNOR:**

**THE CITY MARINA COMPANY,**  
a South Carolina general partnership

By: V-Holding Company, Inc., its general partner

By: 

Name: J. Darryl Reyna

Title: Executive VP and CFO/COO

By: 

Name: John C.L. Darby

Title: President and CEO

By: Ocean, Inc., its general partner

By: 

Name: Robert L. Freeman

Title: President

By: Locke Marine, LLC, its general partner

By: 

Name: Robert L. Freeman

Title: Sole Member

**TRADEMARK**

**REEL: 006461 FRAME: 0668**

**ASSIGNEE:**

**SHM CHARLESTON CITY MARINA, LLC,**  
a Delaware limited liability company

By: SAFE HARBOR MARINAS, LLC, a Delaware  
limited liability company, its Member

By: 

Name: Baxter Underwood

Title: Chief Executive Officer

Exhibit A - Trademarks

| <u>Mark</u> | <u>Ser. No. or<br/>Reg. No.</u> | <u>Filing Date or Reg.<br/>Date</u> | <u>Status</u> |
|-------------|---------------------------------|-------------------------------------|---------------|
| MEGADOCK    | 2,898,185                       | 10/26/2004                          | Registered    |