

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM646322

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MARCO POLO INTERNATIONAL, LLC		04/01/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	One Bryant Park		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3769731	MARPOL	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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>			
Phone:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jessica Hildebrandt		
SIGNATURE:	/Jessica Hildebrandt/		
DATE SIGNED:	05/12/2021		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Trademark Security Agreement**”), dated as of April 1, 2021, is made by MARCO POLO INTERNATIONAL, LLC, a Delaware limited liability company (“**Grantor**”), in favor of BANK OF AMERICA, N.A., a national banking association (“**Grantee**”).

WHEREAS, pursuant to that certain Loan and Security Agreement, dated on or about the date hereof, among Grantor, certain of Grantor’s affiliates, the financial institutions party thereto from time to time as lenders (the “**Lenders**”) and Grantee, as agent for the lenders (including all annexes, exhibits and schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the “**Loan Agreement**”), the Grantee and the Lenders have extended and may extend certain loans and other financial accommodations to the Grantor pursuant to the terms of the Loan Agreement and various documents, instruments, guaranties and agreements delivered contemporaneously in connection therewith (all of the foregoing, together with this Trademark Security Agreement and the Loan Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the “**Loan Documents**”); and

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted to Grantee a security interest in, among other property, the intellectual property of the Grantor; and

WHEREAS, the Grantor has agreed to execute and deliver this Trademark Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (“**USPTO**”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees with the Grantee as follows:

1. **Defined Terms.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **Grant of Security.** Grantor hereby pledges and grants to the Grantee, for the benefit of the Lenders, a security interest in and to all of the right, title and interest of Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “**Trademark Collateral**”):

(a) the Trademarks and Trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with Grantor’s business symbolized by the foregoing or connected therewith (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement,

misappropriation, violation, dilution, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Notwithstanding anything contained in this Trademark Security Agreement to the contrary, the term "Trademark Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance, such intent-to-use trademark application shall be considered Trademark Collateral.

3. Recordation. Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Grantee.

4. Special Power of Attorney. Grantor will, concurrently with the execution and delivery of this Trademark Security Agreement, execute and deliver to Grantee an original of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Trademark Collateral pursuant to Grantee's exercise of the rights and remedies granted to Grantee hereunder and under the other Loan Documents.

5. Other Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Grantee with respect to the Trademark Collateral are as provided by the Loan Agreement and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

7. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

9. Disputes. All claims, disputes and controversies between the Grantor and Grantee, whether in tort, contract or otherwise, arising out of or relating in any way to this Trademark Security Agreement, shall be governed by the dispute resolution provisions set forth in the Loan Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTOR:

MARCO POLO INTERNATIONAL, LLC

By: _____


Name: Craig Willett

Title: Chief Financial Officer and Secretary

AGREED TO AND ACCEPTED:

GRANTEE:

BANK OF AMERICA, N.A.

By: 
Name: Robert Scalzitti
Title: Senior Vice President

Address: One Bryant Park
New York, NY 10036

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007290 FRAME: 0057

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS


Trademark	Owner	Country	Status in Trademark Office	Federal Registration No. (Application No.)	Registration Date (Application Date)
MARPOL	Marco Polo International, LLC	Africa (Intellectual Property Organization)	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Algeria	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Argentina	Active	2559767	March 22, 2013
MARPOL	Marco Polo International, LLC	Belarus	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Brazil	Active	829655581	August 23, 2011
MARPOL	Marco Polo International, LLC	Canada	Active	TMA894065	January 15, 2015
MARPOL	Marco Polo International, LLC	Chile	Active	1065765	December 18, 2013
MARPOL	Marco Polo International, LLC	China (People's Republic)	Active	11759274	August 14, 2015
MARPOL	Marco Polo International, LLC	Colombia	Active	456122	July 31, 2012
MARPOL	Marco Polo International, LLC	Costa Rica	Active	227128	June 6, 2013

[Schedule 1 - Trademark Security

Agreement]

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**TRADEMARK
REEL: 007290 FRAME: 0058**

Trademark	Owner	Country	Status in Trademark Office	Federal Registration No. (Application No.)	Registration Date (Application Date)
MARPOL	Marco Polo International, LLC	Dominican Republic	Active	236657	January 17, 2017
MARCO POLO INTERNATIONAL	Marco Polo International, LLC	European Union	Active	015396121	October 4, 2016
MARPOL	Marco Polo International, LLC	European Union	Active	015396104	October 10, 2016
Miscellaneous Design 	Marco Polo International, LLC	European Union	Active	015396161	October 4, 2016
MARPOL	Marco Polo International, LLC	Ecuador	Active	11133	October 11, 2014
MARPOL	Marco Polo International, LLC	Ghana	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Guatemala	Active	192366	November 12, 2013
MARPOL	Marco Polo International, LLC	Hong Kong	Active	303945538	October 28, 2016
MARPOL	Marco Polo International, LLC	Israel	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Japan	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Kenya	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Korea	Active	1314929	July 13, 2016

[Trademark Security Agreement]

Trademark	Owner	Country	Status in Trademark Office	Federal Registration No. (Application No.)	Registration Date (Application Date)
MARPOL	Marco Polo International, LLC	Mexico	Active	1310225	September 7, 2012
MARPOL	Marco Polo International, LLC	Morocco	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Nigeria	Pending	(F/TM/0/2016/110021)	(October 20, 2016)
MARPOL	Marco Polo International, LLC	Peru	Active	P00198408	May 10, 2013
MARPOL	Marco Polo International, LLC	South Africa	Active	2016/30485	March 30, 2018
MARPOL	Marco Polo International, LLC	Sri Lanka	Pending	212468	October 20, 2016
MARPOL	Marco Polo International, LLC	Turkey	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Ukraine	Active	1314929	July 13, 2016
MARPOL	Marco Polo International, LLC	Uruguay	Active	478376	December 14, 2018
MARCO POLO INTERNATIONAL	Marco Polo International, LLC	United Kingdom	Active	UK00915396121	October 4, 2016
Miscellaneous Design 	Marco Polo International, LLC	United Kingdom	Active	UK00915396161	October 4, 2016
MARPOL	Marco Polo International, LLC	United Kingdom	Active	UK00915396104	October 10, 2016

Trademark	Owner	Country	Status in Trademark Office	Federal Registration No. (Application No.)	Registration Date (Application Date)
MARPOL	Marco Polo International, LLC	United States of America	Active	3769731	April 6, 2010