## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM707945

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit Suisse AG, Cayman Islands Branch		02/04/2022	Bank: SWITZERLAND

#### **RECEIVING PARTY DATA**

Name:	LINDBLAD EXPEDITIONS, LLC
Street Address:	96 MORTON STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10014
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type Number		Word Mark		
Registration Number:	2658671	LINDBLAD EXPEDITIONS		
Registration Number:	2582085			
Registration Number:	4108170	SKILLS@SEA		

#### **CORRESPONDENCE DATA**

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

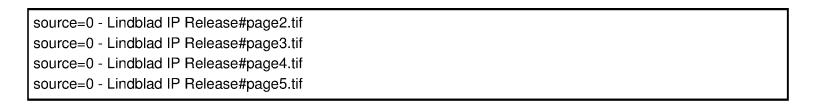
using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743 Email: jlik@shearman.com **Correspondent Name: COREY JB BETKER** Address Line 1: 599 Lexington Avenue Address Line 2: Shearman & Sterling LLP Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	35610/99
NAME OF SUBMITTER:	COREY BETKER
SIGNATURE:	/COREY BETKER/
DATE SIGNED:	02/11/2022

**Total Attachments: 5** 

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### TRADEMARK SECURITY RELEASE AGREEMENT

This TRADEMARK SECURITY RELEASE AGREEMENT is dated as of February 4, 2022 (this "*Trademark Security Release*") by and between Lindblad Expeditions, LLC (the "*Grantor*") and Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, the "*Collateral Agent*").

WHEREAS, reference is made to (a) the Third Amended and Restated Credit Agreement dated as of March 27, 2018 (as amended by that certain First Amendment to Third Amended and Restated Credit Agreement, dated as of August 7, 2020, that certain Second Amendment to Third Amended and Restated Credit Agreement, dated as of December 10, 2020, that certain Incremental Assumption Agreement and Third Amendment to Third Amended and Restated Credit Agreement, dated as of December 10, 2020, that certain Fourth Amendment to Third Amended and Restated Credit Agreement, dated as of December 15, 2020, that certain Fifth Amendment to Third Amended and Restated Credit Agreement, dated as of April 26, 2021, and as may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Grantor, Lindblad Maritime Enterprises, Ltd., an exempted company with limited liability incorporated and existing under the laws of the Cayman Islands (the "Cayman Borrower", together with the Grantor, the "Borrowers" and each, individually, a "Borrower"), Lindblad Expeditions Holdings, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and the Collateral Agent and (b) the U.S. Collateral Agreement dated as of May 8, 2015 (as may be amended, restated, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement') among the Grantor, the U.S. Grantors from time to time party thereto and the Collateral Agent;

WHEREAS, capitalized terms used in this Trademark Security Release and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement;

WHEREAS, the rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Trademark Security Release;

WHEREAS, under the terms of the U.S. Collateral Agreement, the Grantor has executed the Trademark Security Agreement (the "*Trademark Security Agreement*"), dated May 8, 2015;

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor pledged to the Collateral Agent a security interest in all of the Grantor's right, title or interest in or to the Trademarks listed on <u>Schedule 1</u> attached hereto (the "*Trademark Collateral*");

WHEREAS, in accordance with a Payoff Letter (the "*Release*") dated on or about the date of this Trademark Security Release and given by the Collateral Agent, the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in such Release; and

WHEREAS, the Collateral Agent therefore desires to terminate and release its security interest in the Grantor's right, title and interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantor hereby agree as follows:

SECTION 1. <u>Release of Security Interest</u>. The Collateral Agent does hereby terminate and release its security interest in the Trademark Collateral granted under the Trademark Security Agreement.

SECTION 2. <u>Recordation</u>. The Collateral Agent authorizes and requests that the Commissioner of Trademarks record this Trademark Security Release.

SECTION 3. Counterparts. This Trademark Security Release may be executed in counterparts (and by different parties hereto on 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 signature page to this Trademark Security Release by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Release. The words "executed," "signed," "signature," and words of like import in this Trademark Security Release shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 4. <u>Governing Law</u>. This Trademark Security Release shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By:

Name: William O'Daly Title: Authorized Signatory

By:

Name: Nawshaer-Safi Title: Authorized Signatory

[Signature Page to IP Release]

IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Security Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By:			
	Name:		
	Title:		

Acknowledged by:

LINDBLAD EXPEDITIONS, LLC

By:

Name: Craff Felenstein Title: Chief Financial Officer

# Schedule 1

S.C.S.							
LINGBLAD EXPEDITIONS	78/302343	26586 <i>7</i> 1	8/26/2661	12/18/2082	United States of America	Registered	CLASS 39 tour guide services and pleasure cruise ship services.
(DESIGN OF AN EYE)	76/304852	2582085	8/24/2001	6/18/2002	United States of America	Registered	CLASS 39 tour guide services and pleasure cruise ship services.
SKILLS@SEA	85/353822	4108170	6/23/2011	3/6/2012	United States of America	Registered	CLASS 39. Tour guide services; pleasure cruise ship services; arranging and conducting cruise ship expeditions worldwide

**RECORDED: 02/11/2022**