OP \$40.00 5278444

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM731242

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alter Domus (US) LLC		03/10/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	HMS American Queen Steamboat Company, LLC	
Street Address:	222 Pearl Street	
City:	New Albany	
State/Country:	INDIANA	
Postal Code:	47150	
Entity Type:	Limited Liability Company: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	5278444	UNIQUELY AMERICAN RIVER CRUISES

CORRESPONDENCE DATA

Fax Number: 5025610442

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: 5026252713

Email: bmcgraw@middletonlaw.com

Correspondent Name: Brian McGraw
Address Line 1: 401 S. 4th Street

Address Line 2: Suite 2600

Address Line 4: Louisville, KENTUCKY 40202

NAME OF SUBMITTER:	Brian McGraw
SIGNATURE:	/Brian McGraw/
DATE SIGNED:	05/31/2022

Total Attachments: 2

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TRADEMARK REEL: 007737 FRAME: 0320

RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of March 10, 2022 and granted by Alter Domus (US) LLC ("Collateral Agent"), as collateral agent for the secured parties under the Collateral Agreement dated as of November 12, 2020, as amended, restated, supplemented or otherwise modified ("Collateral Agreement") in favor of HMS American Queen Steamboat Company, LLC, a limited liability company organized under the laws of the State of Delaware ("Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to the Collateral Agreement (Superpriority), Grantor pledged and granted to the Collateral Agent, for the benefit of the Lenders (as defined in the Collateral Agreement), a continuing security interest in its intellectual property, including but not limited to the U.S. trademark registration for the mark UNIQUELY AMERICAN RIVER CRUISES, U.S. Registration Number 5278444, ("Trademark Collateral") and entered into that certain NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated November 12, 2020 ("Trademark Security Agreement") for the purpose of recording such security interest with respect to the Trademark Collateral with the United States Patent & Trademark Office ("USPTO");

WHEREAS, the Trademark Security Agreement was recorded with the USPTO at Reel/Frame 7119/0668 on December 1, 2020; and

WHEREAS, the Grantor has requested that the Collateral Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Collateral Agent and the Lenders may have in the Trademark Collateral.

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

- 1. <u>Release of Security Interest</u>. Collateral Agent, on behalf of itself and the Lenders, their successors, legal representatives and assigns, hereby terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in the Trademark Collateral.
- 2. <u>Further Assurances</u>. Collateral Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. <u>Governing Law</u>. This Release 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 Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware.

TRADEMARK
REEL: 007737 FRAME: 0321

IN WITNESS WHEREOF, Collateral Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ALTER DOMUS (US) LLC

Matthew Trybula Name: Associate Counsel

Title:

Address for Notices:

225 West Washington Street, 9th Floor

Chicago, Illinois 60606

STATE OF ILLINOIS

SS.

COUNTY OF COOK

On the 10th day of March, 2022, before me personally appeared Matthew Trybula, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same in his authorized capacity as the Associate Counsel of Alter Domus (US) LLC described, and acknowledged the instrument to be the free act and deed for the uses and purposes mentioned in the instrument.

My Commission Expires: 1717

Printed Name: Makon Hoyalita

MADISON HOUGHTON Official Seal Notary Public - State of Illinois My Commission Expires Oct 7, 2024

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