

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM768865

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | SECOND LIEN SHORT-FORM TRADEMARKS SECURITY AGREEMENT       |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>  | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Grand Circle LLC  |  | 11/18/2022            | Limited Liability Company:<br>DELAWARE |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Cerberus Capital Partners II L.P., as administrative agent |                       |  |
| <b>Street Address:</b>  | 875 Third Avenue   |                       |  |
| <b>City:</b>  | New York   |                       |  |
| <b>State/Country:</b>   | NEW YORK   |                       |  |
| <b>Postal Code:</b>   | 10022  |                       |  |
| <b>Entity Type:</b>   | Limited Partnership: DELAWARE                              |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>  | <b>Word Mark</b>      |  |
| <b>Serial Number:</b>   | 97124910   | O.A.T. TRAVELFLIX     |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 2125935955   |                       |  |
| <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>   | 212-756-2132   |                       |  |
| <b>Email:</b>   | scott.kareff@srz.com                                       |                       |  |
| <b>Correspondent Name:</b>  | S. Kareff c/o Schulte Roth & Zabel LLP                     |                       |  |
| <b>Address Line 1:</b>  | 919 Third Avenue   |                       |  |
| <b>Address Line 2:</b>  | 25th Floor   |                       |  |
| <b>Address Line 4:</b>  | New York, NEW YORK 10022                                   |                       |  |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 014951-2033  |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Scott Kareff (014951-2033)                                 |                       |  |
| <b>SIGNATURE:</b>   | /kc for sk/  |                       |  |
| <b>DATE SIGNED:</b>   | 11/18/2022   |                       |  |
| <b>Total Attachments: 4</b>   |  |                       |  |
| source=Grand Circle - 2L Trademark Security Agreement#page1.tif   |  |                       |  |
| source=Grand Circle - 2L Trademark Security Agreement#page2.tif   |  |                       |  |
| source=Grand Circle - 2L Trademark Security Agreement#page3.tif   |  |                       |  |

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SECOND LIEN SHORT-FORM TRADEMARKS SECURITY AGREEMENT

November 18, 2022


WHEREAS, GRAND CIRCLE LLC, a Delaware limited liability company (the “*Grantor*”), has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Second Lien Short-Form Trademarks Security Agreement entered into the Second Lien Security Agreement, dated as of February 26, 2021, by and among GRAND CIRCLE CORPORATION, a Delaware corporation (the “*GCC Borrower*”), the Grantor, THE GRAND CIRCLE RIVER CRUISE LINES LLC, a Massachusetts limited liability company (the “*GCRCL Borrower*”) together with the GCC Borrower, the Grantor, each individually, a “*Borrower*” and collectively, the “*Borrowers*”), GRAND CIRCLE HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), the Subsidiary Guarantors from time to time party hereto (together with Holdings and the Borrowers, each an “*Obligor*” and collectively the “*Obligors*”), and CERBERUS PARTNERS II L.P., as administrative agent for the parties defined as “Lenders” under the Credit Agreement referred to below (in such capacity, together with its successors in such capacity, the “*Administrative Agent*”) (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”). Capitalized terms used herein without definition are used as defined in the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Administrative Agent and the Secured Parties to execute this Second Lien Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent for the benefit of the Secured Parties, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Second Lien Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

GRAND CIRCLE LLC

By:   
Name: Edward B.R. Lewis  
Title: Manager

ACCEPTED AND AGREED  
as of the date first above written:

CEBERUS PARTNERS II L.P., as  
Administrative Agent

By: Cerberus Associates II, L.L.C.  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

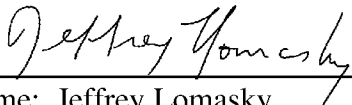
GRAND CIRCLE LLC

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

CERBERUS PARTNERS II L.P., as Administrative Agent

By: Cerberus Associates II, L.L.C.  
Its: General Partner

By:  \_\_\_\_\_  
Name: Jeffrey Lomasky  
Title: Senior Managing Director

SCHEDULE OF  
REGISTERED TRADEMARKS

| Trademark         | Country                     | Status  | App. No.  | Filing Date          |
|-------------------|-----------------------------|---------|-----------|----------------------|
| O.A.T. TRAVELFLIX | United States<br>of America | Pending | 97/124910 | 15-November-<br>2021 |