

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819086

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of America, N.A., as Collateral Agent		06/13/2023	National Banking Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seaward Marine Services, LLC		
<b>Street Address:</b>	5409 Beamon Road		
<b>City:</b>	Norfolk		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23513		
<b>Entity Type:</b>	Limited Liability Company: VIRGINIA		
<b>Name:</b>	Vigor Industrial LLC		
<b>Street Address:</b>	5555 N. Channel Avenue		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97217		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>Name:</b>	Vigor Kvichak LLC		
<b>Street Address:</b>	5555 N. Channel Avenue		
<b>City:</b>	Portland		
<b>State/Country:</b>	OREGON		
<b>Postal Code:</b>	97217		
<b>Entity Type:</b>	Limited Liability Company: OREGON		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2381290	LAMP RAY	
<b>Registration Number:</b>	2405871	LAMP RAY	
<b>Registration Number:</b>	4913211	VIGOR	
<b>Registration Number:</b>	4936133	V VIGOR	
<b>Registration Number:</b>	4936134	V VIGOR	
<b>Registration Number:</b>	4949683	VIGOR	
<b>Registration Number:</b>	5001590	VIGOR	

CH \$215.00 2381290

Property Type	Number	Word Mark
Registration Number:	5006109	V VIGOR

**CORRESPONDENCE DATA**

**Fax Number:** 2028357586

*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:** 202-835-7500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos, Esq.

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, LLP

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	27465.00021
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	06/22/2023

**Total Attachments: 6**

source=Project Transcendence - IP Release (Executed)#page1.tif

source=Project Transcendence - IP Release (Executed)#page2.tif

source=Project Transcendence - IP Release (Executed)#page3.tif

source=Project Transcendence - IP Release (Executed)#page4.tif

source=Project Transcendence - IP Release (Executed)#page5.tif

source=Project Transcendence - IP Release (Executed)#page6.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of June 13, 2023 (“**Release**”), is made by Bank of America, N.A., (“**Bank of America**”), as Collateral Agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “**Collateral Agent**”) in favor of Seaward Marine Services, LLC, a Virginia limited liability company, Vigor Industrial LLC, an Oregon limited liability company, and Vigor Kvichak LLC, an Oregon limited liability company (each, a “**Grantor**”, and collectively, the “**Grantors**”).

**WHEREAS**, pursuant to that certain Credit Agreement dated as of September 20, 2019 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of November 12, 2020, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “**Credit Agreement**”), by and among Titan Holdings, LLC, a Delaware limited liability company (“**Holdings**”), MHI Holdings, LLC, a Delaware limited liability company (the “**Borrower**”), Bank of America, N.A., as administrative agent and collateral agent, and the other financial institutions from time to time party thereto, the Lenders agreed to extend certain Loans to the Borrower and the L/C Issuers agreed to issue Letters of Credit for the benefit of the Borrower;

**WHEREAS**, pursuant to the Credit Agreement, the Grantors (as defined in the Security Agreement) and the Collateral Agent entered into that certain Security Agreement dated as of September 20, 2019 (the “**Security Agreement**”), whereby each such Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in certain Collateral;

**WHEREAS**, pursuant to the Security Agreement, the Grantors executed and delivered to the Collateral Agent, for the benefit of the Secured Parties, that certain Intellectual Property Security Agreement, dated as of September 20, 2019 (the “**IP Security Agreement**”) by and between the Grantors and the Collateral Agent, under which the Grantors granted to the Collateral Agent a security interest in all of the Grantors’ rights, priorities, and privileges relating to the Collateral; and

**WHEREAS**, the IP Security Agreement was recorded at the United States Patent and Trademark Office (the “**USPTO**”) on September 20, 2019, at (i) Reel 050442 Frame 0905 including, without limitation, the Patents on Exhibit A, and (ii) Reel 6750 Frame 0527, including, without limitation, the Trademarks on Exhibit B; and

**WHEREAS**, the IP Security Agreement was recorded at the United States Copyright Office on September 30, 2019, at Volume 9978, Document No. D655 including, without limitation, the Copyrights set forth on the attached Exhibit C.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, the Collateral Agent, on behalf of the Secured Parties, and the Grantors agree as follows:

**SECTION 1. Defined Terms.** All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Credit Agreement, Security Agreement or IP Security Agreement, as applicable.

**SECTION 2. Termination and Release.** The Collateral Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the IP Security Agreement and all liens, security interests and any rights, titles, interests, priorities and privileges the Collateral Agent or Secured Parties may have in, to, or under the Collateral, including all goodwill associated therewith and symbolized thereby;

(b) assigns, transfers and conveys to the Grantors any and all of its rights, title and interests in, to and under all Collateral, including all goodwill associated therewith and symbolized thereby; and

(c) authorizes the recordation of this Release with the USPTO and the USCO at the Grantors' expense.

**SECTION 3. Further Assurances.** The Collateral Agent agrees, at the Grantors' sole expense, to take reasonable further actions, and provide to the Grantor and its successors, assigns and legal representatives reasonable cooperation and assistance, including, without limitation, the execution and delivery of further documents or other instruments, as the Grantors and their successors, assigns and legal representatives may reasonably request strictly in order to confirm, effectuate or record this Release.

**SECTION 4. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of New York.

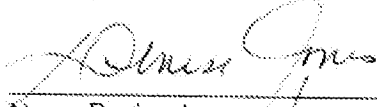
**SECTION 5. Counterparts.** This Release may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Execution. One or more counterparts of this Release may be delivered by electronic transmission, with the same effect as an original counterpart thereof.

**IN WITNESS WHEREOF**, the Collateral Agent, on behalf of the Secured Parties, has caused this Release to be duly executed as of the date first set forth above.

Collateral Agent:

**BANK OF AMERICA, N.A.,**  
as Collateral Agent

By:

  
\_\_\_\_\_  
Name: Denise Jones  
\_\_\_\_\_  
Title: Vice President  
\_\_\_\_\_

[Signature Page to Termination and Release of Security Interest in Intellectual Property]

**TRADEMARK**  
**REEL: 008107 FRAME: 0097**

EXHIBIT A

Patents

Registered Patents:

<b>Owner</b>	<b>Title</b>	<b>Patent Number</b>	<b>Issue Date</b>
Seaward Marine Services, LLC	Rotating Spray Head and System for Induced Suction Generation	8,327,787	December 11, 2012
Vigor Industrial LLC	Retractable Marine Fitting	6,901,875	June 7, 2005
Vigor Industrial LLC	Marine Vessel Drop-In Module	D510,901	October 25, 2005
Vigor Industrial LLC	Marine Vessel Shell Module	D511,131	November 1, 2005
Vigor Industrial LLC	Marine Vessel Coaming Structure	7,004,096	February 28, 2006
Vigor Industrial LLC	Marine Vessel Structural Interface	7,066,104	June 27, 2006
Vigor Industrial LLC	Marine Vessel Vent Plate	7,305,930	December 11, 2007
Vigor Industrial LLC	Marine Vessel Module	7,997,220	August 16, 2011
Vigor Industrial LLC	Orthotropic Deck	10,590,615	March 17, 2020




Patent Applications:

None.

EXHIBIT B

Trademarks

Registered Trademarks:

Owner	Mark	Registration Number	Registration Date
Seaward Marine Services, LLC	<b>Lamp Ray</b>	2,381,290	August 29, 2000
Seaward Marine Services, LLC	<b>Lamp Ray</b>	2,405,871	November 21, 2000
Vigor Industrial LLC	VIGOR	4,913,211	March 8, 2016
Vigor Industrial LLC	 VIGOR	4,936,133	April 12, 2016
Vigor Industrial LLC	 VIGOR	4,936,134	April 12, 2016
Vigor Industrial LLC	VIGOR	4,949,683	May 3, 2016
Vigor Industrial LLC	VIGOR	5,001,590	July 19, 2016
Vigor Industrial LLC	 VIGOR	5,006,109	July 26, 2016

Trademark Applications:

None.

EXHIBIT C

Copyrights

Registered Copyrights:

None.

Copyright Applications:

None.

Exclusive Copyright Licenses:

Owner	Licensee	Copyright	Registration Number	Registration Date
Camarc Limited	Vigor Kvichak LLC	Response Boat-Medium (License Agreement)	<ul style="list-style-type: none"><li>• RBM Production Drawings – VAu001312129 (Visual material – technical drawing)</li><li>• RBM Prototype Drawings – VAu001312009 (Visual Material – technical drawing)</li></ul>	<ul style="list-style-type: none"><li>• October 16, 2017</li><li>• October 16, 2017</li></ul>