

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seastreak America Inc.		03/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	M&I Marshall & Ilsley Bank		
Street Address:	770 North Water Street		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	banking corporation: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2364279	SEASTREAK	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.277.5675		
Email:	msl@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	630027.00176		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		
Date:	05/06/2008		

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Total Attachments: 5

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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Assignment") is made effective as March 31, 2008, by and from SEASTREAK AMERICA INC. (the "Assignor"), a Delaware corporation, whose principal address is c/o New England Fast Ferry Company, LLC, One Landmark Square, Suite 710, Stamford, Connecticut 06901-2670, to and in favor of M&I MARSHALL & ILSLEY BANK (the "Assignee"), a Wisconsin banking corporation, whose principal address is 770 North Water Street, Milwaukee, Wisconsin 53202.

WHEREAS, Assignor, SeaStreak, LLC, Highlands Landing Corporation and Assignee have entered into a Security Agreement of even date herewith (as amended from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office;

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;


NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Assignor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.
 - (b) The Assignor hereby assigns and grants to Assignee a security interest in (1) all of Assignor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the businesses with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

- (c) The rights and remedies of Assignee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

SEASTREAK AMERICA INC.

By: 
Name: Andrew P. Langlois
Title: Chief Executive Officer

Signature Page to Confirmatory Assignment of Security Interest
in United States Trademarks


TRADEMARK
REEL: 003772 FRAME: 0454

STATE OF CONNECTICUT
FAIRFIELD COUNTY

) STAMFORD

Andrew P. Langlois, known to me to be the Chief Executive Officer of SEASTREAK AMERICA INC. personally came before me this 21st day of March, 2008, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Trademarks on behalf of SEASTREAK AMERICA INC. and pursuant authority duly received.

(SEAL)


Notary Public, State of Connecticut
My Commission _____

KATHLEEN A. DONOHUE
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2011
NOTARY #127693

Notary Page to Confirmatory Assignment of Security Interest
in United States Trademarks

TRADEMARK
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CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

U.S. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
SEASTREAK	2,364,279	