

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM413194

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
REGIONS BANK		01/20/2017	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIZENS BANK, N.A.		
<b>Street Address:</b>	1215 Superior Avenue - 6th Floor		
<b>Internal Address:</b>	Mailcode: OHS-675		
<b>City:</b>	CLEVELAND		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	44114		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4775783	MARINAS INTERNATIONAL	
<b>Registration Number:</b>	4069439	LAKEFEST GRAPEVINE	
<b>Registration Number:</b>	4058442	LAKEFEST LEWISVILLE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7045032622		
<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>	704 503 2600		
<b>Email:</b>	vbantug@kslaw.com		
<b>Correspondent Name:</b>	KING & SPALDING		
<b>Address Line 1:</b>	100 N TRYON STREET		
<b>Address Line 2:</b>	SUITE 3900		
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	18588.015254		
<b>NAME OF SUBMITTER:</b>	Vicky R. Bantug		
<b>SIGNATURE:</b>	/Vicky R. Bantug/		
<b>DATE SIGNED:</b>	01/23/2017		
<b>Total Attachments: 5</b>			

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## **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST**

This **ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST** (this “**Assignment**”), dated as of January 20, 2017, is by Regions Bank, acting in its capacity as the current and resigning collateral agent (in such capacity, the “**Resigning Agent**”) and Citizens Bank, N.A., acting in its capacity as the successor collateral agent (in such capacity, the “**Successor Agent**”).

**WHEREAS**, International Marina Group I, L.P. and the Resigning Agent are parties to that certain Pledge and Security Agreement dated as of September 29, 2015 and to the Notice of Grant of Security Interest in Trademarks filed in connection therewith, identified in Exhibit A attached hereto (as the same have been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “**Agreements**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Successor Agency Agreement dated as of even date herewith by and among Regions Bank, as the Resigning Agent, and Citizens Bank, N.A., as the Successor Agent, the Successor Agent succeeded to, and became vested with, all of the rights, powers, responsibilities and duties of the Resigning Agent under, among other documents, the Agreements.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Resigning Agent hereby transfers, assigns, grants and conveys unto the Successor Agent all of its right, title and interest in and to the Agreements.

This Assignment may be executed in any number of counterparts, each of which when so executed shall be deemed an original and all of which taken together shall constitute one and the same instrument.

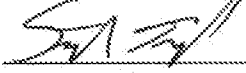
The terms of Sections 11.13 and 11.14 of that certain Credit Agreement, dated as of September 29, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time) by and among Safe Harbor Marinas, LLC, as borrower, the guarantors from time to time party thereto, the lenders from time to time party thereto and Regions Bank, as administrative agent and collateral agent, with respect to governing law, submission to jurisdiction, venue and waiver of jury trial are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

*– Remainder of Page Intentionally Left Blank; Signature Page Follows –*

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

**REGIONS BANK, as Resigning Agent**

By:   
Name: Stephen Tigh  
Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**CITIZENS BANK, N.A., as Successor Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Duly Authorized Signatory

IN WITNESS WHEREOF, the Resigning Agent and the Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RESIGNING AGENT:**

**REGIONS BANK**

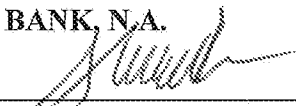
By: \_\_\_\_\_

Name:

Its: Duly Authorized Signatory

**SUCCESSOR AGENT:**

**CITIZENS BANK, N.A.**

By: \_\_\_\_\_ 

Name: Sean McWhinnie

Its: Duly Authorized Signatory

**EXHIBIT A**

**Intellectual Property Security Agreements**

Pledge and Security Agreement dated as of September 29, 2015 and Notice of Grant of Security Interest in Trademarks filed in connection therewith with the United States Patent and Trademark Office on September 29, 2015 at Reel 5632, Frame 0204.

**EXHIBIT B**

**International Marina Group I, L.P.  
(Texas Limited Partnership)**

**U.S. Trademarks**

**Registered Marks**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
MARINAS INTERNATIONAL and Design	4,775,783	07/21/2015
LAKEFEST GRAPEVINE and Design	4,069,439	12/13/2011
LAKEFEST LEWISVILLE and Design	4,058,442	11/22/2011