# OP \$90.00 4069439

ETAS ID: TM490212

### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type	
CITIZENS BANK, N.A.		09/14/2018	National Banking Association: UNITED STATES	

#### **RECEIVING PARTY DATA**

Name:	International Marina Group I, L.P.		
Street Address:	14785 Preston Road		
Internal Address:	Suite 975		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Partnership: TEXAS		

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark	
Registration Number:	4069439	LAKEFEST GRAPEVINE	
Registration Number:	4058442	LAKEFEST LEWISVILLE	
Registration Number:	4775783	MARINAS INTERNATIONAL	

#### **CORRESPONDENCE DATA**

**Fax Number:** 7045032622

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:** 7045032600

Email: msheehan@kslaw.com
Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER: Moira Sheehan

SIGNATURE: /Moira Sheehan/

DATE SIGNED: 09/17/2018

**Total Attachments: 3** 

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# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of September 14, 2018, is made by CITIZENS BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent"), under that certain Notice of Grant of Security Interest in Trademarks entered into by International Marina Group I, L.P., a Texas limited partnership (the "Obligor") in favor of the Collateral Agent, pursuant to that certain Amended and Restated Pledge and Security Agreement, dated as of January 20, 2017, by and between, *inter alios*, the Obligor and the Collateral Agent (as amended, supplemented or modified and in effect from time to time, the "Security Agreement").

**WHEREAS,** pursuant to the Security Agreement, the Obligor granted to the Collateral Agent a continuing security interest in, and a right to set off against, any and all right, title and interest of such Obligor in certain intellectual property collateral including the Trademarks (as defined in the Security Agreement), including, without limitation, those Trademarks set forth on Schedule 1 hereto (the "Trademark Collateral");

**WHEREAS,** an executed copy of the Notice of Grant of Security Interest in Trademarks was recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on January 23, 2017 at reel 5969, frame 0726; and

WHEREAS, the Collateral Agent has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademark Collateral, and to provide this document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Security Agreement in the Trademark Collateral, (b) terminate and release its security interest in the Trademark Collateral, and (c) discharge and reassign to the Obligor any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent hereby authorizes Obligor or any of its authorized representatives to file this Termination and Release of Security Interest in Trademarks with the USPTO or any other applicable governmental office and the Collateral Agent authorizes and requests that the Register of Trademarks and any other applicable government officer or relevant governmental authority record this Termination and Release of Security Interest in Trademarks. The Collateral Agent hereby agrees to execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by Obligor, at Obligor's expense, to fully effectuate the purposes of this Termination and Release of Security Interest in Trademarks.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF,** the Collateral Agent has caused this Termination and Release of Security Interest in Trademarks to be duly executed as of the date first set forth above.

CITIZENS BANK, N.A.,

as Collateral Agent

Name: Sean McWhinnie

Title: Director

**REEL: 006439 FRAME: 0665** 

# SCHEDULE 1

# TRADEMARKS

Mark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
LAKEFEST GRAPEVINE and Design	85104278 August 10, 2010	4069439 December 13, 2011	Registered	INTERNATIONAL MARINA GROUP I, L.P.
LAKEFEST LEWISVILLE and Design 85104354	85104354 August 10, 2010	4058442 November 22, 2011	Registered	INTERNATIONAL MARINA GROUP I, L.P.
MARINAS INTERNATIONAL and Design	86400261 September 19, 2014	4775783 July 21, 2015	Registered	INTERNATIONAL MARINA GROUP I, L.P.

**RECORDED: 09/17/2018**