

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490206

|   |   |                            |  |
|---|---|----------------------------|--|
| <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>                             |
| Citizens Bank, N.A.   |   | 09/14/2018                 | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>   |   |                            |  |
| <b>Name:</b>  | Brewer Yacht Yard Group, LLC                                    |                            |  |
| <b>Street Address:</b>  | 14785 Preston Road, Suite 975                                   |                            |  |
| <b>City:</b>  | Dallas  |                            |  |
| <b>State/Country:</b>   | TEXAS   |                            |  |
| <b>Postal Code:</b>   | 75254   |                            |  |
| <b>Entity Type:</b>   | Limited Liability Company: <del>UNITED STATES</del> Connecticut |                            |  |
| <b>PROPERTY NUMBERS Total: 3</b>  |   |                            |  |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>           |  |
| Registration Number:  | 4375491   | BREWER YACHT YARDS         |  |
| Registration Number:  | 4379265   | YACHT YARDS MARINAS BREWER |  |
| Registration Number:  | 4375500   |                            |  |
| <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>   | 7045032600  |                            |  |
| <b>Email:</b>   | msheehan@kslaw.com  |                            |  |
| <b>Correspondent Name:</b>  | King & Spalding LLP   |                            |  |
| <b>Address Line 1:</b>  | 300 S. Tryon St., Ste 1700                                      |                            |  |
| <b>Address Line 2:</b>  | Attn: Moira Sheehan   |                            |  |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28202                                 |                            |  |
| <b>NAME OF SUBMITTER:</b>   | Moira Sheehan   |                            |  |
| <b>SIGNATURE:</b>   | /Moira Sheehan/   |                            |  |
| <b>DATE SIGNED:</b>   | 09/17/2018  |                            |  |
| <b>Total Attachments: 3</b>   |   |                            |  |
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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 Brewer Yacht Yard Group, LLC, a Connecticut limited liability company (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 "USPTO") on January 23, 2017 at reel 5969, frame 0701; and

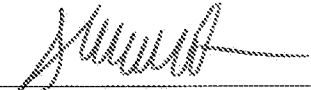
**WHEREAS**, the Collateral Agent has agreed to terminate and release its security interest in all of such Trademarks, including, without limitation, the Trademark Collateral, and to provide this document suitable for recording in the USPTO evidencing and effecting the release, relinquishment and discharge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

By:   
Name: Sean McWhinnie  
Title: Director

**SCHEDULE 1**

**TRADEMARKS**

| <b>Mark</b>  | <b>App. No.<br/>App. Date</b> | <b>Reg. No.<br/>Reg. Date</b> | <b>Status</b> | <b>Owner</b>                  |
|--|-------------------------------|-------------------------------|---------------|-------------------------------|
| BREWER YACHT YARDS   | 85786833<br>November 26, 2012 | 4375491<br>July 30, 2013      | Registered    | BREWER YACHT YARD GROUP, INC. |
| YACHT YARDS MARINAS BREWER and Design<br> | 85790614<br>November 29, 2012 | 4379265<br>August 6, 2013     | Registered    | BREWER YACHT YARD GROUP, INC. |
| Design Only<br>                          | 85787039<br>November 26, 2012 | 4375500<br>July 30, 2013      | Registered    | BREWER YACHT YARD GROUP, INC. |