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09/17/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM490218

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST	

CONVEYING PARTY DATA

	Name	Formerly	Execution Date	Entity Type
	CITIZENS BANK, N.A.			National Banking Association:
l	ı			UNITED STATES

RECEIVING PARTY DATA

Name:	Safe Harbor Marinas, LLC	
Street Address:	14785 Preston Road	
Internal Address:	Suite 975	,
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75254	
Entity Type:	Limited Liability Company: UNITED STATES	Delanare.

PROPERTY NUMBERS Total: 3

Property Type Number		Word Mark		
Serial Number:	87161497	SAFE HARBOR MARINAS		
Serial Number:	87168407	SAFE HARBOR MARINAS		
Serial Number:	87168413			

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 /Moira Sheehan/

SIGNATURE: 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 Safe Harbor Marinas, LLC, a Delaware 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, *interalios*, 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 5970, frame 0455; 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]

TRADEMARK
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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

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SCHEDULE 1

TRADEMARKS

Mark	App. No.	Reg. No.	Status	Owner
	App. Date	Reg. Date		
SAFE HARBOR MARINAS and Design	87161497		Pending	SAFE HARBOR
	September 6,		Bases: 1(a)	MARINAS, LLC
	2016		Use; 1(b)	
			Intent to	
			Use	
SAFE HARBOR				
SAFE HARBOR MARINAS	87168407		Donding	SAFE HARBOR
SAFE HARBOR WARINAS			Pending	
	September		Basis: 1(b)	MARINAS, LLC
	12, 2016		Intent to	
			Use	
Design Only	87168413		Pending	SAFE HARBOR
	September		Basis: 1(b)	MARINAS, LLC
←6→	12, 2016		Intent to	
			Use	
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RECORDED: 09/17/2018