

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519699

| | | | |
|----------------------------------|---|-------------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Bank of America, N.A. | | 04/18/2019 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Premier Yachts, Inc. | | |
| Street Address: | Pier 3, The Embarcadero | | |
| City: | San Francisco | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94111 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3753081 | BLUE AFTER DARK | |
| Registration Number: | 3238643 | MYSTIC BLUE CRUISES | |
| Registration Number: | 3190738 | EXCEPTIONAL. UNFORGETTABLE. ODYSSEY | |
| Registration Number: | 3167315 | ODYSSEY | |
| Registration Number: | 2966197 | MYSTIC BLUE | |
| Registration Number: | 2446215 | ODYSSEY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| | <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> | | |
| Email: | jbraibanti@paulweiss.com, lfranco@paulweiss.com, cadinolfi@paulweiss.com | | |
| Correspondent Name: | Jill C. Braibanti | | |
| Address Line 1: | Paul Weiss Rifkind Wharton & Garrison LLP | | |
| Address Line 2: | 1285 Avenue of the Americas | | |
| Address Line 4: | New York, NEW YORK 10019-6064 | | |
| ATTORNEY DOCKET NUMBER: | 22475-002 | | |
| NAME OF SUBMITTER: | Jill C. Braibanti | | |
| SIGNATURE: | /Jill C. Braibanti/ | | |

CH \$165.00 3753081

| | |
|---------------------|------------|
| DATE SIGNED: | 04/18/2019 |
|---------------------|------------|

Total Attachments: 3
source=Premier Yachts TM Release#page1.tif
source=Premier Yachts TM Release#page2.tif
source=Premier Yachts TM Release#page3.tif

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of April 8, 2019 (“Release”), is made by Bank of America, N.A., as Administrative Agent (“Administrative Agent”) in favor of Premier Yachts, Inc., a Delaware corporation (“Obligor”).

WHEREAS, pursuant to that certain Security and Pledge Agreement dated as of October 5, 2015 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the “Security Agreement”) by and among the Obligor, Administrative Agent, and others party thereto, Obligor granted to the Administrative Agent, for the benefit of the holders of the Secured Obligations (“Secured Parties”), a continuing security interest in, and a right to set off against, any and all right, title and interest of Obligor in and to all Intellectual Property, including trademarks and trademark applications and the goodwill associated therewith (collectively, “Trademark Collateral”); and

WHEREAS, pursuant to the Security Agreement, Obligor executed and delivered to Administrative Agent, for the benefit of the Secured Parties, the Notice of Grant of Security Interest in Trademarks recorded at the United States Patent and Trademark Office (“USPTO”) on October 6, 2015 at Reel 5638 Frame 0748 (“Notice”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Secured Parties, and Obligor agree as follows:

SECTION 1. Defined Terms. All capitalized terms used herein but not otherwise defined herein have the meanings given to them in the Security Agreement or Notice.

SECTION 2. Termination and Release. Administrative Agent, on behalf of the Secured Parties, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the continuing security interest in, and the right to set off against, Obligor’s right, title, and interest in and to all Trademark Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement or Notice; and

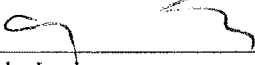
(b) authorizes the recordation of this Release with the USPTO at Obligor’s expense.

SECTION 3. Choice of Law. This Release shall be governed by and construed in accordance with the laws of the State of New York.

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

Administrative Agent:

Bank of America, N.A., as Administrative Agent

By:  _____

Name: Cindy Jordan

Title: Assistant Vice President

Schedule A

**Premier Yachts, Inc.
(Delaware Corporation)**

**U.S. Trademarks Subject to Security Interest
Granted by Premier Yachts, Inc.
In Favor of Bank of America, N.A., as Administrative Agent
Recorded October 6, 2015 at Reel 5638 Frame 0748**

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|-------------------------------------|-----------------|------------------|
| BLUE AFTER DARK | 3753081 | 02/23/10 |
| MYSTIC BLUE CRUISES and Design | 3238643 | 05/08/07 |
| EXCEPTIONAL. UNFORGETTABLE. ODYSSEY | 3190738 | 01/02/07 |
| ODYSSEY | 3167315 | 11/07/06 |
| MYSTIC BLUE | 2966197 | 07/12/05 |
| ODYSSEY | 2446215 | 04/24/01 |