

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611696

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hornblower Cruises and Events, LLC		11/12/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. WASHINGTON STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Registration Number:	4447196	ATLANTICA	
Registration Number:	2257456	BATEAUX NEW YORK	
Registration Number:	3753081	BLUE AFTER DARK	
Registration Number:	5023477	BOATHOUSE FRIDAYS	
Registration Number:	4348814	CAPITAL ELITE	
Registration Number:	4646107	CHICAGO ELITE	
Registration Number:	4306495	FREEDOM ELITE	
Registration Number:	3766406	INNER HARBOR SPIRIT	
Registration Number:	4561406	MANHATTAN ELITE	
Registration Number:	4352387	POTOMAC RIVERBOAT COMPANY	
Registration Number:	5678108	POTOMAC RIVERBOAT COMPANY WATER TAXI	
Registration Number:	4303900	SEAPORT ELITE	
Registration Number:	4644758	SPIRIT CRUISES	
Registration Number:	4648788	SPIRIT CRUISES	
Registration Number:	2058501	SPIRIT OF -----	
Registration Number:	3758248	SPIRIT OF BALTIMORE	
Registration Number:	3223789	SPIRIT OF BOSTON	
Registration Number:	3223791	SPIRIT OF CHICAGO	
Registration Number:	3319636	SPIRIT OF MT. VERNON	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3223792	SPIRIT OF NEW JERSEY
Registration Number:	3223795	SPIRIT OF NEW YORK
Registration Number:	3223787	SPIRIT OF NORFOLK
Registration Number:	3223788	SPIRIT OF PHILADELPHIA
Registration Number:	3223790	SPIRIT OF WASHINGTON
Registration Number:	5531560	VIRGINIA ELITE
Registration Number:	2426985	SEADOG
Registration Number:	3162678	SEADOG
Registration Number:	3162679	
Registration Number:	2966197	MYSTIC BLUE
Registration Number:	3238643	MYSTIC BLUE CRUISES
Registration Number:	2446215	ODYSSEY
Registration Number:	3167315	ODYSSEY
Serial Number:	88847094	ODYSSEY CRUISES
Serial Number:	88939626	SAFECRUISE
Serial Number:	88939710	SAFECRUISE BY HORNBLOWER
Serial Number:	88916346	GANANOQUE BOAT LINE
Serial Number:	88916354	GANANOQUE BOAT LINE
Serial Number:	88927460	MARIPOSA CRUISES

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: jlik@shearman.com

Correspondent Name: MAEVE WILSON

Address Line 1: 599 Lexington Avenue

Address Line 2: Shearman & Sterling LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 31521-00023.

NAME OF SUBMITTER: MAEVE WILSON

SIGNATURE: /MAEVE WILSON/

DATE SIGNED: 12/01/2020

Total Attachments: 7

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Notice of Security Interests in Trademarks

NOTICE OF SECURITY INTERESTS IN TRADEMARKS dated as of November 12, 2020 (this "Agreement"), made by Hornblower Cruises and Events, LLC a Delaware limited liability company (the "Pledgor"), in favor of Alter Domus (US) LLC, as Collateral Agent.

Reference is made to that certain Collateral Agreement (Superpriority) dated as of November 12, 2020 (as amended, restated, supplemented or otherwise modified from time to time, and as may hereafter may be amended and/or supplemented, the "Collateral Agreement"), among Hornblower Sub, LLC ("Hornblower Borrower"), American Queen Sub, LLC ("AQ Borrower" and, together with Hornblower Borrower, each a "Borrower" and, collectively, the "Borrowers"), certain other parties thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest.* As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement hereby pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the "IP Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, trade names, domain names, trade dress, logos and taglines, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registrations and pending applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, or any political subdivision thereof, and all renewals thereof, including those listed on Schedule I hereto and (b) all goodwill associated therewith or symbolized thereby;

provided, however, that the foregoing pledge and grant of security interest will not include any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, for which an amendment to allege use or a statement of use has not been filed under Sections 1(c) and 1(d) of Lanham Act, respectively, or, if filed, has not

been deemed in conformance with Section 1(a) of the Lanham Act and examined and accepted by the United States Patent and Trademark Office).

SECTION 3. ***Collateral Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. ***Recordation.*** The Pledgor hereby requests and authorizes the United States Patent and Trademark Office to record this Agreement against the IP Collateral.

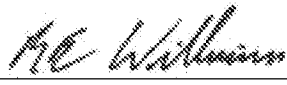
SECTION 5. ***Counterparts.*** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. ***Termination.*** This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of a Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Collateral Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Collateral Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Collateral Agreement, subject to Section 9.15 of the Superpriority Credit Agreement (including the delivery of any certificate required thereunder) execute and deliver to the Pledgor as the Pledgor may reasonably request, an instrument in writing releasing the security interest in the IP Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Collateral Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the IP Collateral.

SECTION 7. ***Governing Law.*** THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW. THE PROVISIONS OF SECTION 5.17 AND 5.18 OF THE COLLATERAL AGREEMENT ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HORNBLOWER CRUISES AND
EVENTS, LLC

By: 
Name: Robert. E. Williams
Title: Chief Financial Officer and Secretary

ALTER DOMUS (US) LLC,
as Collateral Agent,

By: 
Name: Jon Kirschmeier
Title: Associate Counsel

Schedule I
Notice of Security Interests in Trademarks

Trademarks Owned by Hornblower Cruises and Events, LLC

U.S. Federal Trademark Registrations and Applications

No.	Owner	Trademark	Serial No.	Registration No.
1.	Hornblower Cruises and Events, LLC	ATLANTICA	85/905246	4447196
2.	Hornblower Cruises and Events, LLC	BATEAUX NEW YORK	75/089870	2257456
3.	Hornblower Cruises and Events, LLC	BLUE AFTER DARK	77/593869	3753081
4.	Hornblower Cruises and Events, LLC	BOATHOUSE FRIDAYS	86/597968	5023477
5.	Hornblower Cruises and Events, LLC	CAPITAL ELITE	85/527414	4348814
6.	Hornblower Cruises and Events, LLC	CHICAGO ELITE	86/019556	4646107
7.	Hornblower Cruises and Events, LLC	FREEDOM ELITE	85/527428	4306495
8.	Hornblower Cruises and Events, LLC	INNER HARBOR SPIRIT	77/718235	3766406
9.	Hornblower Cruises and Events, LLC	MANHATTAN ELITE	86/010234	4561406
10.	Hornblower Cruises and Events, LLC	POTOMAC RIVERBOAT COMPANY	85/449641	4352387
11.	Hornblower Cruises and Events, LLC	POTOMAC RIVERBOAT COMPANY WATER TAXI & Design	87845008	5678108
12.	Hornblower Cruises and Events, LLC	SEAPORT ELITE	85/527374	4303900
13.	Hornblower Cruises and Events, LLC	SPIRIT CRUISES	86/252216	4644758
14.	Hornblower Cruises and Events, LLC	SPIRIT CRUISES Logo	86/256010	4648788

No.	Owner	Trademark	Serial No.	Registration No.
15.	Hornblower Cruises and Events, LLC	SPIRIT OF -----	74/177839	2058501
16.	Hornblower Cruises and Events, LLC	SPIRIT OF BALTIMORE	77/428635	3758248
17.	Hornblower Cruises and Events, LLC	SPIRIT OF BOSTON	78/440079	3223789
18.	Hornblower Cruises and Events, LLC	SPIRIT OF CHICAGO	78/440114	3223791
19.	Hornblower Cruises and Events, LLC	SPIRIT OF MT. VERNON	78/508985	3319636
20.	Hornblower Cruises and Events, LLC	SPIRIT OF NEW JERSEY	78/440130	3223792
21.	Hornblower Cruises and Events, LLC	SPIRIT OF NEW YORK	78/440175	3223795
22.	Hornblower Cruises and Events, LLC	SPIRIT OF NORFOLK	78/440049	3223787
23.	Hornblower Cruises and Events, LLC	SPIRIT OF PHILADELPHIA	78/440072	3223788
24.	Hornblower Cruises and Events, LLC	SPIRIT OF WASHINGTON	78440092	3223790
25.	Hornblower Cruises and Events, LLC	VIRGINIA ELITE	87/510429	5531560
26.	Hornblower Cruises and Events, LLC	SEADOG	75/936354	2426985
27.	Hornblower Cruises and Events, LLC	SEADOG (STYLIZED)	78/771651	3162678
28.	Hornblower Cruises and Events, LLC	Seadog Logo	78/771658	3162679
29.	Hornblower Cruises and Events, LLC	BLUE AFTER DARK	77/593869	3753081
30.	Hornblower Cruises and Events, LLC	MYSTIC BLUE	78/204541	2966197
31.	Hornblower Cruises and Events, LLC	MYSTIC BLUE CRUISES AND DESIGN	76/652822	3238643
32.	Hornblower Cruises and Events, LLC	ODYSSEY	75/937185	2446215
33.	Hornblower Cruises and Events, LLC	ODYSSEY (STYLIZED)	76/652817	3167315
34.	Hornblower Cruises and Events, LLC	ODYSSEY CRUISES	88/847094	NA

No.	Owner	Trademark	Serial No.	Registration No.
35.	Hornblower Cruises and Events, LLC	SAFECRUISE	88/939626	N/A
36.	Hornblower Cruises and Events, LLC	SAFECRUISE BY HORNBLOWER	88/939710	N/A
37.	Hornblower Cruises and Events, LLC	GANANOQUE BOAT LINE	88916346	6177013
38.	Hornblower Cruises and Events, LLC	GANANOQUE BOAT LINE	88916354	N/A
39.	Hornblower Cruises and Events, LLC	MARIPOSA CRUISES	88927460	N/A