

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
New York Cruise Lines, Inc.		12/10/2020	Corporation: DELAWARE
Circle Line-Sightseeing Yachts, Inc.		12/10/2020	Corporation: NEW YORK
World Yacht L.L.C.		12/10/2020	Limited Liability Company: DELAWARE
NYCL Acquisition LLC		12/10/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Signature Bank
<b>Street Address:</b>	565 Fifth Avenue
<b>Internal Address:</b>	12th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
<b>Registration Number:</b>	5695315	CIRCLE LINE SIGHTSEEING CRUISES CIRCLE L
<b>Registration Number:</b>	4801341	HUDSON RIVER DAYLINE
<b>Registration Number:</b>	2327302	BEAST
<b>Registration Number:</b>	1887503	HARBOR LIGHTS CRUISE
<b>Registration Number:</b>	1307451	CIRCLE LINE
<b>Registration Number:</b>	1296999	"AMERICA'S FAVORITE BOAT RIDE"
<b>Registration Number:</b>	5883057	TWENTY BRIDGES BAR & CAFE NYC
<b>Registration Number:</b>	5883056	TWENTY BRIDGES BAR & CAFE
<b>Registration Number:</b>	5796234	NEW YORK'S ULTIMATE HOSPITALITY FLEET
<b>Registration Number:</b>	2976023	C
<b>Registration Number:</b>	2966751	SHARK
<b>Serial Number:</b>	88730199	LA BARCA CANTINA
<b>Registration Number:</b>	5649270	PIER 81

OP \$840.00 5695315

Property Type	Number	Word Mark
Registration Number:	5817478	WORLD YACHT AT PIER 81 NYC
Registration Number:	5947295	HUDSON'S AT PIER 81
Serial Number:	87944583	NORTH RIVER LOBSTER COMPANY
Registration Number:	4866573	
Registration Number:	4071976	FLOATING ROOFTOP
Registration Number:	2688141	WORLD YACHT NEW YORK'S PREMIER DINING CR
Registration Number:	2690166	WORLD YACHT
Registration Number:	2215910	WORLD YACHT NEW YORK ELEGANT DINING AFLO
Registration Number:	1684090	ELEGANT DINING AFLOAT
Registration Number:	1582975	WORLD YACHT
Registration Number:	1607696	ELEGANT DINING AFLOAT
Registration Number:	1473641	WORLD YACHT
Registration Number:	1484860	ELEGANT DINING AFLOAT
Registration Number:	5669323	NEW YORK WATER TAXI
Registration Number:	5169352	
Registration Number:	5163979	NEW YORK WATER TAXI
Registration Number:	3108966	WATER TAXI
Registration Number:	3487004	
Registration Number:	2863479	ZEPHYR
Registration Number:	5078426	CIRCLE LINE

#### CORRESPONDENCE DATA

Fax Number: 2158325619

*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: 2155695619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye 121271-01029 ND)

Address Line 1: One Logan Square

Address Line 2: 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	121271-01029
NAME OF SUBMITTER:	Timothy D. Pecsénye
SIGNATURE:	/Timothy D. Pecsénye/
DATE SIGNED:	12/29/2020

#### Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “Agreement”) is dated as of December 10, 2020 by and among NEW YORK CRUISE LINES, INC., a Delaware corporation (“Borrower”), CIRCLE LINE-SIGHTSEEING YACHTS, INC., a New York corporation (“Circle Line”), WORLD YACHT L.L.C., a Delaware limited liability company (“WY LLC”), NYCL ACQUISITION LLC, a Delaware limited liability company (“Acquisition”, and together with Borrower, Circle Line and WY LLC, collectively and individually as the context may require, the “Grantor”), and SIGNATURE BANK, as Lender (as defined below) (in such capacity, together with its successors and assigns, “Lender”).

WHEREAS, pursuant to that certain Loan Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) by and among the Grantor and Lender, Lender agreed to make certain financial accommodations available to Grantor from time to time pursuant to the terms and conditions thereof;

WHEREAS, pursuant to the Collateral Documents (as defined in the Loan Agreement), the Grantor has granted to Lender a lien and security interest in substantially all of their assets to secure the Obligations (as defined in the Loan Agreement); and

WHEREAS, the Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office in order to perfect and/or protect all of Lender’s Liens in the intellectual property of the Grantor.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the prompt payment and performance to Lender of the Obligations under the Loan Agreement, the Grantor hereby collaterally assigns, pledges and grants to Lender for its benefit a continuing security interest in and to and Lien on all of the Grantor’s Collateral, including all right, title and interest of the Grantor in, to and under the following, whether now existing or hereafter arising or created and whether now owned or hereafter acquired and wherever located (collectively, the “IP Collateral”):

(a) All of the Grantor’s trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of the Grantor’s business symbolized by the foregoing or connected therewith, and (vi) all of the Grantor’s rights corresponding thereto throughout the world (collectively, the “Trademarks”); *provided* that no security interest shall be granted in United States intent-to-use trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications or any registrations that issue

therefrom under applicable federal law), and all reissues, continuations or extensions of the foregoing (as applicable); and

(b) all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for any infringement of any intellectual property.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantor to Lender pursuant to the Loan Agreement or any other Loan Document.

4. LOAN AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Collateral Documents. The Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Collateral Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Agreement and any Collateral Document, such Collateral Document shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of the Grantor identified in a written notice provided by the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any schedule hereto shall in any way affect, invalidate or detract from Lender's continuing security interest in all IP Collateral, whether or not listed on the schedules hereto.

6. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the state of New York, without regard to conflicts of laws principles thereof (other than Section 5-1401 of the New York General Obligations Law).

7. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page of this Agreement by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

8. CONSTRUCTION. The headings of the various sections and subsections of this Agreement have been inserted for convenience only and shall not in any way affect the meaning or construction of any of the provisions hereof. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.

9. TERMINATION. The security interests, liens and rights granted to Lender hereunder shall continue in full force and effect until the Discharge Date.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**NEW YORK CRUISE LINES, INC.**

By:   
Name: Craig Kanarick  
Title: CEO

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**WORLD YACHT L.L.C.**

By:   
Name: Craig Kanarick  
Title: CEO

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**NYCL ACQUISITION LLC (d/b/a  
New York Water Taxi)**

By: \_\_\_\_\_

Name: Craig Kanarick

Title: CEO

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[Signature page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007148 FRAME: 0705**



IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

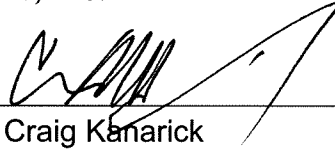
**GRANTOR:**

**CIRCLE LINE-SIGHTSEEING  
YACHTS, INC.**

By: \_\_\_\_\_

Name: Craig Kanarick

Title: CEO

A handwritten signature in black ink, appearing to read 'Craig Kanarick', is written over a horizontal line. The signature is stylized and cursive.

[Signature page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007148 FRAME: 0706**

SCHEDULE 1



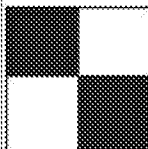
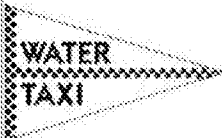
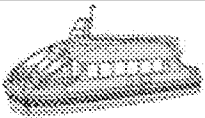
Trademarks

Mark Name	Owner	Registration Number (App. No.)	Registration Date (App. Date)
	Circle Line Sightseeing Yachts, Inc.	5695315	3/12/2019
HUDSON RIVER DAYLINE	Circle Line- Sightseeing Yachts, Inc.	4801341	8/25/2015
<b>BEAST</b>	Circle Line Sightseeing Yachts, Inc.	2327302	3/7/2000
HARBOR LIGHTS CRUISE	Circle Line Sightseeing Yachts, Inc.	1887503	4/4/1995
CIRCLE LINE	Circle Line Sightseeing Yachts, Inc.	1307451	11/27/1984
"AMERICA'S FAVORITE BOAT RIDE"	Circle Line Sightseeing Yachts, Inc.	1296999	9/18/1984
	New York Cruise Lines, Inc.	5883057	10/15/2019
TWENTY BRIDGES BAR & CAFE	New York Cruise Lines, Inc.	5883056	10/15/2019
NEW YORK'S ULTIMATE HOSPITALITY FLEET	New York Cruise Lines, Inc.	5796234	7/2/2019

	NYCL Acquisition LLC	2976023	7/26/2005
SHARK	NYCL Acquisition LLC	2966751	7/12/2005
LA BARCA CANTINA	World Yacht L.L.C.	(88730199)	(12/17/2019)
PIER 81	World Yacht L.L.C.	5649270	1/8/2019
	World Yacht L.L.C.	5817478	7/30/2019
HUDSON'S AT PIER 81	World Yacht L.L.C.	5947295	12/31/2019
NORTH RIVER LOBSTER COMPANY	World Yacht L.L.C.	(87944583)	(6/1/2018)
	World Yacht L.L.C.	4866573	12/8/2015
FLOATING ROOFTOP	World Yacht L.L.C.	4071976	12/13/2011
	World Yacht L.L.C.	2688141	2/18/2003
	World Yacht L.L.C.	2690166	2/25/2003


Schedule to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007148 FRAME: 0708**

	World Yacht L.L.C.	2215910	1/5/1999
ELEGANT DINING AFLOAT	World Yacht L.L.C.	1684090	4/21/1992
WORLD YACHT	World Yacht L.L.C.	1582975	2/13/2990
ELEGANT DINING AFLOAT	World Yacht L.L.C.	1607696	6/24/1990
WORLD YACHT	World Yacht L.L.C.	1473641	1/19/1988
ELEGANT DINING AFLOAT	World Yacht L.L.C.	1484860	4/12/1988
	NYCL Acquisition LLC	5669323	2/5/2019
	NYCL Acquisition LLC	5169352	3/28/2017
NEW YORK WATER TAXI	NYCL Acquisition LLC	5163979	3/21/2017
	NYCL Acquisition LLC	3108966	6/27/2006
	NYCL Acquisition LLC	3487004	8/19/2008
ZEPHYR	NYCL Acquisition LLC	2863479	7/13/2004

Schedule to Trademark Security Agreement

**TRADEMARK**  
**REEL: 007148 FRAME: 0709**

	Circle Line Sightseeing Yachts, Inc.	5078426	11/8/2016
NORTH RIVER LOBSTER COMPANY	World Yacht L.L.C.	S23150	254804.000032
NORTH RIVER LANDING	New York Cruise Lines, Inc.	S23682	254804.000034
FISH BAR & DESIGN	New York Cruise Lines, Inc.	S23681	254804.000035

Schedule to Trademark Security Agreement