

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM649052

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
EEFC, Inc.		05/18/2021	Corporation: DELAWARE
Quark Expeditions, Inc.		05/18/2021	Corporation: DELAWARE
TCS & Starquest Expeditions, Inc.		05/18/2021	Corporation: WASHINGTON
Mariner International Travel, Inc.		05/18/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust (London) Limited
Street Address:	1 King's Arms Yard
Internal Address:	Third Floor
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2R 7AF
Entity Type:	Bank: UNITED KINGDOM

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2265155	BMIT
Registration Number:	4410373	QUARK EXPEDITIONS
Registration Number:	2137540	QUARK EXPEDITIONS
Registration Number:	4950584	TCS WORLD TRAVEL
Registration Number:	2203406	FOOTLOOSE SAILING CHARTERS
Registration Number:	4229221	LE BOAT
Registration Number:	2473125	THE MOORINGS
Registration Number:	2477521	THE MOORINGS
Registration Number:	1752912	THE MOORINGS
Registration Number:	2477519	
Registration Number:	1705460	M

CORRESPONDENCE DATA

Fax Number: 2024083141

TRADEMARK

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: 2024083141
Email: jean.paterson@cscglobal.com
Correspondent Name: CSC
Address Line 1: 1090 Vermont Avenue, NW
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	827289
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	05/24/2021

Total Attachments: 9
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of May 18, 2021 is made by the entities listed on Schedule A hereto (each, a “Grantor”), in favor of Wilmington Trust (London) Limited, as Security Agent (the “Agent”) for the Secured Parties under the Intercreditor Agreement, dated as of May 19, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), between, amongst others, the Parent, the Security Agent and the financial institutions listed therein.

W I T N E S S E T H:

WHEREAS, each Grantor is party to the Intercreditor Agreement;

WHEREAS, in connection with the Secured Debt Documents, each Grantor has executed and delivered, as applicable, the Security Agreement or a written supplement in the form of Annex A thereto whereby each Grantor became a party to the Security Agreement, dated as of May 19, 2017 in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Security Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Intercreditor Agreement and the Security Agreement.

2. Grant of Security Interest. Subject to the Agreed Security Principles, each Grantor hereby grants a security interest in all of each such Grantor’s right, title and interest in, to and under the Trademarks listed for each such Grantor on Schedule B hereto, including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations; provided, that (x) the Collateral for any Secured Obligations shall not include any Excluded Property and (y) none of the foregoing items shall constitute Collateral to the extent that the grant of the Security Interest therein would violate any Requirement of Law; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark

Office. The security interest granted hereby has been granted to the Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. For avoidance of doubt, the terms of this Agreement shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Debt Financing Agreements.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Debt Financing Agreements and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signatures follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EEFC, INC., as a Grantor

By: Paula McKay
Name: Paula McKay
Title: Authorized Signatory

QUARK EXPEDITIONS, INC., as a Grantor

By: _____
Name: _____
Title: Authorized Signatory

TCS & STARQUEST EXPEDITIONS, INC., as a Grantor

By: _____
Name: _____
Title: Authorized Signatory

MARINER INTERNATIONAL TRAVEL, INC., as a Grantor

By: _____
Name: _____
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EEFC, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

QUARK EXPEDITIONS, INC., as a Grantor

By: Andrew White
Name: Andrew White
Title: Authorized Signatory

TCS & STARQUEST EXPEDITIONS, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

MARINER INTERNATIONAL TRAVEL, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


EEFC, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

QUARK EXPEDITIONS, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

TCS & STARQUEST EXPEDITIONS, INC., as a Grantor

By: 
Name: Shelley Cline
Title: Authorized Signatory

MARINER INTERNATIONAL TRAVEL, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

EEFC, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

QUARK EXPEDITIONS, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

TCS & STARQUEST EXPEDITIONS, INC., as a Grantor

By: _____
Name:
Title: Authorized Signatory

MARINER INTERNATIONAL TRAVEL, INC., as a Grantor

By: 
Name: Simon Cross
Title: Authorized Signatory

WILMINGTON TRUST (LONDON) LIMITED,
as Security Agent

By: 

Name: Antony Girling
Title: Vice President

SCHEDULE A

EEFC, Inc. (a Delaware corporation)

Quark Expeditions, Inc. (a Delaware corporation)

TCS & Starquest Expeditions, Inc. (a Washington corporation)

Mariner International Travel, Inc. (a Delaware corporation)

SCHEDULE B**U.S. Trademark Registrations**

Owner	Registration Number	Trademark
EEFC, Inc.	2265155	BMIT [WORDS]
Quark Expeditions, Inc.	4410373	QUARK EXPEDITIONS [WORDS AND LOGO] COLOR
Quark Expeditions, Inc.	2137540	QUARK EXPEDITIONS [WORDS]
Quark Expeditions, Inc.	4950584	TCS WORLD TRAVEL [WORDS AND LOGO]
TCS & Starquest Expeditions, Inc.	4950584	TCS WORLD TRAVEL [WORDS AND LOGO]
Mariner International Travel, Inc.	2203406	FOOTLOOSE SAILING CHARTERS [WORDS AND DEVICE]
Mariner International Travel, Inc.	4229221	LE BOAT [WORDS AND DEVICE]
Mariner International Travel, Inc.	2473125	THE MOORINGS [WORDS WITH WAVE DEVICE]
Mariner International Travel, Inc.	2477521	THE MOORINGS [WORDS]
Mariner International Travel, Inc.	1752912	THE MOORINGS [WORDS]
Mariner International Travel, Inc.	2477519	THE MOORINGS WAVE [DEVICE]
Mariner International Travel, Inc.	1705460	THE MOORINGS WAVE [DEVICE]