

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CITIZENS BANK, N.A.		06/14/2021	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	SHM IP, LLC		
Street Address:	14785 Preston Road		
Internal Address:	Suite 975		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75254		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4775783	MARINAS INTERNATIONAL	
Registration Number:	6187991	SAFE HARBOR MARINAS BREWER SERVICE	
Registration Number:	5351622		
Registration Number:	5351621	SAFE HARBOR MARINAS	
Registration Number:	5576404	SAFE HARBOR MARINAS	
Registration Number:	4379265	YACHT YARDS MARINAS BREWER	
Registration Number:	4375500		
Registration Number:	4375491	BREWER YACHT YARDS	
Registration Number:	2898185	MEGADOCK	
Registration Number:	3965078		
Registration Number:	3889023	NEWPORT SHIPYARD	
Registration Number:	4405734	SOUTH HARBOUR VILLAGE	
Registration Number:	4394836	SOUTH HARBOUR VILLAGE	
Registration Number:	4394835	SOUTH HARBOUR VILLAGE	
Registration Number:	5593453	BREWER YACHT SALES	
Registration Number:	4220416	RYBOVICH	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 4775783

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

ATTORNEY DOCKET NUMBER:	18588.015254
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NAME OF SUBMITTER:	Moira Sheehan
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SIGNATURE:	/Moira Sheehan/
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DATE SIGNED:	06/15/2021
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Total Attachments: 5

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

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 14, 2021, is made by CITIZENS BANK, N.A., as collateral agent (in such capacity, the "Collateral Agent"), in favor of SHM IP, LLC, a Delaware limited liability company (the "Obligor").

WHEREAS, the Collateral Agent and the Obligor are party to that certain Credit Agreement, dated as of September 14, 2018 (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Credit Agreement"), among Safe Harbor Marinas, LLC, a Delaware limited liability company (the "Borrower"), SHM TRS, LLC, a Delaware limited liability company ("TRS Guarantor"), certain Subsidiaries of each of the Borrower and TRS Guarantor from time to time party thereto, the lenders from time to time party thereto and the Collateral Agent;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated as of September 14, 2021, by and among, *inter alios*, the Obligor and the Collateral Agent (as amended, modified, extended, restated, replaced, or supplemented prior to the date hereof, the "Security Agreement"), entered into in connection with the Credit 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 the Obligor in certain intellectual property collateral including the Trademarks (as defined in the Security Agreement) of the Obligor, including, without limitation, those Trademarks set forth on Schedule 1 hereto (the "Trademark Collateral");

WHEREAS, in connection with the Security Agreement, the Obligor executed a Notice of Grant of Security Interest in Trademarks, dated as of February 9, 2021 (the "Notice"), and an executed copy of the Notice was recorded with the United States Patent and Trademark Office (the "USPTO") on February 9, 2021 at reel 7185, frame 0652; 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 with 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

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expense, to fully effectuate the purposes of this Termination and Release of Security Interest in Trademarks.

[SIGNATURE PAGE FOLLOWS]

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

By: 
Name: Sean McWhinnie
Title: Director

[Signature Page to Termination and Release of Security Interest in Trademarks]

SCHEDULE 1

TRADEMARKS

Mark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
	86400261 September 19, 2014	4775783 July 21, 2015	Registered	SHM IP, LLC
	88600331 August 30, 2019	6187991 November 3, 2020	Registered	SHM IP, LLC
	87168413 September 12, 2016	5351622 December 5, 2017	Registered	SHM IP, LLC
SAFE HARBOR MARINAS	87168407 September 12, 2016	5351621 December 5, 2017	Registered	SHM IP, LLC
	87161497 September 6, 2016	5576404 October 2, 2018	Registered	SHM IP, LLC
	85790614 November 29, 2012	4379265 August 6, 2013	Registered	SHM IP, LLC
	85787039 November 26, 2012	4375500 July 30, 2013	Registered	SHM IP, LLC
BREWER YACHT YARDS	85786833 November 26, 2012	4375491 July 30, 2013	Registered	SHM IP, LLC

Mark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
MEGADOCK	78214504 February 13, 2003	2898185 October 26, 2004	Registered	SHM IP, LLC
	85103879 August 10, 2010	3965078 May 24, 2011	Registered	SHM IP, LLC
	77931178 February 9, 2010	3889023 December 14, 2010	Registered	SHM IP, LLC
	85700505 August 10, 2012	4405734 September 24, 2013	Registered	SHM IP, LLC
	85670210 July 6, 2012	4394836 September 3, 2013	Registered	SHM IP, LLC
SOUTH HARBOUR VILLAGE	85670206 July 6, 2012	4394835 September 3, 2013	Registered	SHM IP, LLC
BREWER YACHT SALES	87624414 September 27, 2017	5593453 October 30, 2018	Registered	SHM IP, LLC
RYBOVICH	85380926 July 26, 2011	4220416 October 9, 2012	Registered	SHM IP, LLC