

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1204303

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMAWaterways, LLC		05/01/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn, Floor L2 IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6966590	AMAWATERWAYS	
Registration Number:	6365681	HEART OF THE RIVER	
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>			
Phone:	(800)221-0102		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Khadijah Sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	2354408ks		
NAME OF SUBMITTER:	Andrew Hackett		
SIGNATURE:	Andrew Hackett		
DATE SIGNED:	05/01/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of May 1, 2024, (this “Agreement”), among AMAWaterways, LLC, a California limited liability company (the “Grantor”) and JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (each as defined in the Credit Agreement described below) (in such capacity, together with its successors and assigns in such capacity, the “Agent”).

Reference is made to that certain U.S. Pledge and Security Agreement, dated as of May 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Grantors party thereto and the Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement, dated as of May 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “Credit Agreement”), by and among LC Ahab US Bidco LLC, a Delaware limited liability company, Ahab Finance 2 Limited, a private limited company incorporated in England and Wales with registered address Belgrave House, 6th Floor, 76 Buckingham Palace Road, London, United Kingdom, SW1W 9TQ and having company number 15651340, Ahab Finance 1 Limited, a private limited company incorporated in England and Wales with registered address Belgrave House, 6th Floor, 76 Buckingham Palace Road, London, United Kingdom, SW1W 9TQ and having company number 15651040, the lenders from time to time party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent). Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Credit Agreement and Section 4.03(c) of the Security Agreement, 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 Security Agreement or the Credit Agreement, as applicable.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge and grant to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “IP Collateral”):

- (a) all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, and all goodwill of the business symbolized by the foregoing, but excluding any intent-to-use Trademark application prior to the filing and acceptance of a “Statement of Use”, “Declaration of Use”, “Amendment to Allege Use” or similar notice and/or filing with respect thereto, only to the extent, if any, that, and solely during the period if any, in which, the grant of such security interest may impair the validity or enforceability, or result in the voiding, of such intent-to-use Trademark application or any registration issuing therefrom under applicable Requirements of Law;
- (b) all reissues, divisions, continuations, continuations-in-part, renewals, and extensions thereof; all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including damages, claims, and payments for past and future infringements thereof; all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and all rights corresponding to any of the foregoing; and

(c) all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

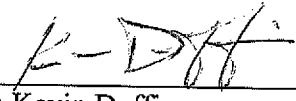
SECTION 3. ***Security Agreement.*** The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the IP Collateral are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

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

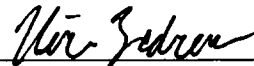
AMAWATERWAYS, LLC, as a Grantor

By: 
Name: Kevin Duffin
Title: Chief Financial Officer

[Signature Page for Trademark Security Agreement]

TRADEMARK
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JPMORGAN CHASE BANK, N.A.,
as the Agent

By: 
Name: Nicholas Zedrek
Title: VP

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008417 FRAME: 0230

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AMAWaterways, LLC	6966590	AmaWaterways
AMAWaterways, LLC	6365681	Heart of the River