

*MJD*  
*8-24-98*  
Tab settings → → → ▼

08-27-1998

ONLY



To the Honorable Commissi

100807115

rd the attached original documents or copy thereof.

1. Name of conveying Party(ies):  
LANDAU BOATS, INC.

- Individual(s)
- General partnership
- Corporation-State Missouri
- Other
- Association
- Limited Partnership

Additional Name(s) of conveying party(ies) attached?  Yes  No

3 Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date:

2. Name and address of receiving Party(ies)

Name: LANDAU BOATS II, LLC

Internal Address:

Street Address: 2000 Industrial Boulevard

City: Lebanon State: MO ZIP: 65536

- Individual(s) Citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Missouri limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached.  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)  
75/093,181

B. Trademark Registration No's

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Polly D. Heseman  
Internal Address: BRYAN CAVE LLP

08/26/1998 ENCLOSURE 00000055 75093181

01 FC:481 40.00 OP

Street Address:  
211 North Broadway, Suite 3300

City: St. Louis State: MO ZIP: 63102

6. Total Number of applications and registrations involved:.....

1

7. Total fee (37 CFR 3.41):.....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account number:

If missing or insufficient please charge Dep. Acct. 02-4467

(Attach) duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. State and signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robert G. Lancaster

Name of Person Signing

Signature

8/20/98

Date

Total number of pages comprising this cover sheet: 1

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

## INSTRUMENT OF ASSIGNMENT

WHEREAS, Landau Boats, Inc., a Missouri corporation (the "Original Borrower"), is the record owner of Trademark Application No. 75/093,181 filed in the Trademark records of the United States Office of Patents and Trademarks on April 24, 1996 (the "Trademark Application");

WHEREAS, to secure its obligations under that certain Revolving Credit Agreement dated as of June 25, 1996 by and between Original Borrower and the undersigned, and pursuant to the terms of a certain Security Agreement dated June 25, 1996 between Original Borrower and the undersigned (the "Security Agreement"), Original Borrower has mortgaged, pledged and granted to the undersigned a lien on and security interest in all of Original Borrower's general intangibles of any kind or nature whatsoever, including, but not limited to, all patents, copyrights, trademarks, applications for and registrations of the foregoing (including the Trademark Application), trade names, service marks, the goodwill of its business, and all Trademarks, as such term is defined in that certain Collateral Assignment (as hereinafter defined) (collectively, the "Trademarks");

WHEREAS, pursuant to the terms of the Security Agreement, Original Borrower executed in favor of the undersigned that certain Trademark Collateral Assignment and Security Agreement dated June 25, 1996 (the "Collateral Assignment"), which collaterally assigned in favor of Seller all of Original Borrower's right, title and interest in and to all of Original Borrower's trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, which Collateral Assignment was filed with regard to the Trademark Application in the Trademark records of the United States Office of Patents and Trademarks on June 27, 1996 and recorded in Reel 1449, Frame 0427; and

WHEREAS, Original Borrower has defaulted in the repayment of its indebtedness to the undersigned and the undersigned is presently entitled to, and has exercised its rights and remedies under the Collateral Assignment to, among other things, have the Trademarks absolutely assigned in favor of the undersigned in connection with its foreclosure upon the Trademarks in order to sell them by private sale pursuant to the applicable provisions of the Uniform Commercial Code as presently in effect in the State of Missouri; and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated July 17, 1998 between LANDAU BOATS II, LLC, a Missouri limited liability company ("Buyer"), whose mailing address is 2000 Industrial Boulevard, Lebanon, Missouri 65536, and the undersigned, as foreclosing secured creditor of the Original Borrower (in such capacity, "Seller"), Buyer is purchasing from Seller at a private sale pursuant to the applicable provisions of the Uniform Commercial Code as presently in effect in the State of Missouri, substantially all of the personal property assets of Original Borrower in which Seller has a security interest, including without limitation the entire interest of the undersigned in the Trademarks.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned by these presents hereby sells, assigns and transfers unto said LANDAU BOATS II, LLC, the entire right, title and interest of the undersigned in and to the Trademarks; the Trademarks are to be held and enjoyed by said LANDAU BOATS II, LLC for its own use and behoof, and for its legal

969548.3

TRADEMARK  
REEL: 1774 FRAME: 0757

representatives and assigns, to the full end of the term for which said Trademarks are granted, as fully and entirely as the same would have been held by the undersigned had this sale, assignment and transfer not been made.

Signed at St. Louis, Missouri, this 17 day of July, 1998.

MERCANTILE BANK NATIONAL ASSOCIATION

By *Alan Ball*  
Title: *Vice President*

969548.3

- 2 -

TRADEMARK  
REEL: 1774 FRAME: 0758

STATE OF MISSOURI )  
 ) SS.  
CITY OF ST. LOUIS )

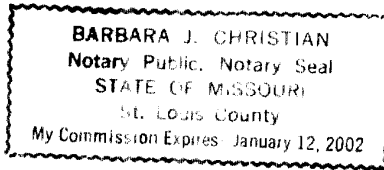
On this 17<sup>th</sup> day of July, 1998, before me personally appeared Peter Bakker, Vice President of Mercantile Bank National Association, a national banking association, to me known to be the person described in and who executed the foregoing instrument on behalf of said corporation, and acknowledged that he executed the same as the free act and deed said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the State and City aforesaid, the day and year above written.

(SEAL)

*Barbara J. Christian*  
\_\_\_\_\_  
Notary Public

My commission expires:



969548.3