

10-9-98

FORM PTO-1284  
(Rev. 6-83)  
OMB No. 0251-0011 (exp. 4/94)

REI

10-15-1998



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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To the Honorable Commissioner of Patents

attached original documents or copy thereof.

1. Name of conveying party(ies):

Mercantile Bank National Association,  
as foreclosing secured creditor of  
Landau Boats, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other National Banking Association
- 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: July 17, 1998

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 Limited Liability Company-Missouri

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 patent number(s):

A. Trademark Application No.(s)

75/093,181

B. Trademark Registration No.(s)

none

Additional numbers attached?  Yes  No

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

Name: Sandra S. Rhodes

Internal Address: \_\_\_\_\_

Street Address: Thompson Coburn

One Mercantile Center

City: St. Louis State: MO ZIP: 63101

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: \_\_\_\_\_

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

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9. Statement 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.

Sandra S. Rhodes  
Name of Person Signing

Sandra S. Rhodes  
Signature

10/8/98  
Date

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

4

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

TRADEMARK  
REEL: 1799 FRAME: 0351

## 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

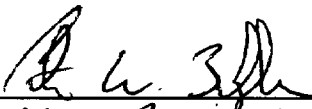
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**TRADEMARK  
REEL: 1799 FRAME: 0352**

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   
Title: Vice President

STATE OF MISSOURI

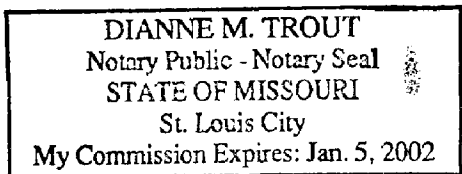
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CITY OF ST. LOUIS

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)



Dianne M. Trout  
Notary Public

My commission expires:

