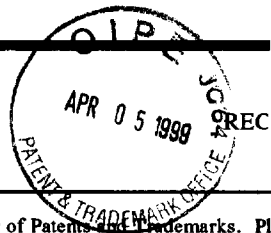


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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): First National Bank of Chicago, as agent for the Bank of America, Illinois

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other A BANKING ASSOCIATION

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

2. Name and address of receiving party(ies):

Name: Outboard Marine Corporation
 Internal Address: 100 E. Seahorse Drive
 Street Address: 100 E. Seahorse Drive

City: Waukegan State: IL ZIP: 75082-4399

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designation must be a separate document from Assignment)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Release and Reassignment of Trademark and License Agreement
 (recorded at Reel 1622 Frame 0385)

Effective Date: January 5, 1998

Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

516,807	1,293,585	1,426,296	1,277,753
519,909	1,438,492	233,698 (Supplemental Reg.)	

Additional numbers attached? Yes No

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

Name:
Tamsen V. Valoir

Street Address:
Jenkins and Gilchrist, P.C.
1100 Louisiana Street, Suite 1800
Houston, Texas 77002-5214

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 190.00

Enclosed
 Authorized to be charged to deposit account.

(If check is not received with this correspondence or additional fees are required, please charge to deposit account 10-0447.)

8. Deposit Account number: 10-0447
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

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

Tamsen V. Valoir Tamsen Valoir Apr. 1, 1999
 Name of Person Signing Signature Date

Attorney Docket: 07818-00070 Total number of pages comprising cover sheet: 1

Date of Deposit April 1, 1999

I hereby certify under 37 CFR 1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box ASSIGNMENT, Washington, D.C. 20231.

Sallie K. Carlisle
Sallie K. Carlisle

04/12/1999 VBROWN 00000094 516807

01 FC:481
02 FC:482

40.00 OP
150.00 OP

IPHO:23612.1 46715-01168

TRADEMARK
REEL: 1881 FRAME: 0495

Schedule 1
to
Release and Reassignment of
Trademark and License Assignment

Registration No.	Date	Trademark
516,807	10/25/49	EVINRUDE
1,293,585	09/11/84	EVINRUDE
1,426,296	01/27/87	EVINRUDE
1,277,753	05/15/84	JOHNSON
519,909	01/17/50	JOHNSON
1,438,492	05/05/87	JOHNSON
233,698	10/04/27	JOHNSON (Suppl. Reg.)

RELEASE AND REASSIGNMENT
OF
TRADEMARK AND LICENSE ASSIGNMENT

THIS RELEASE AND REASSIGNMENT OF TRADEMARK AND LICENSE ASSIGNMENT ("Release and Reassignment") dated as of January 5, 1998, by The First National Bank of Chicago, as agent (the "Agent") for its benefit and for the Holders of Secured Obligations (as defined in the "Credit Agreement" referred to below).

W I T N E S S E T H:

WHEREAS, the Banks, the Agent, the Bank of America Illinois, as co-agent and Outboard Marine Corporation (the "Borrower"), are parties to that certain Third Amended and Restated Revolving Credit Agreement dated as of April 30, 1997 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") (unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement);

WHEREAS, the Agent and Borrower are parties to a certain Trademark Security Agreement dated as of April 30, 1997 pursuant to which the Borrower granted a security interest in and assignment of certain trademark applications (the "Trademarks") and trademark license agreements (the "Licenses") as described in Schedule A and B attached hereto recorded at Reel 1622, Frames 0385 as partial security for the Borrower's obligations under the Credit Agreement (the "Obligations"), to the Agent for the benefit of the Agent and the Holders of Secured Obligations; and

WHEREAS, the Borrower has satisfied its Obligations to the Agent and to the Holders of Secured Obligations and therefore the Borrower has requested that the Agent on behalf of the Holders of Secured Obligations releases its security interest in the Trademarks and Licenses and reassign the same to the Borrower.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Agent hereby releases its security interest in and assignment of the Trademarks and Licenses.
2. The Agent hereby reassigns, grants and conveys to the Borrower, without any representation, recourse of undertaking by the Agent, all of the Agent's right, title and interest, in and to:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (e) all of Borrower's rights corresponding thereto throughout the world; and

(ii) rights under or interest in any trademark license agreements or service mark license agreements with any other party, where Borrower is a licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such Licenses.

IN WITNESS WHEREOF, the Agent has caused this Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

THE FIRST NATIONAL BANK
OF CHICAGO, as Agent

By: Deborah E. Stevens

Its: Authorized Agent

Schedule A

to

Release an Reassignment of
Trademark and License Assignment
Dated as of January 5, 1998

Trademark
Attached.

Trademark No.

Issue Date

Subject

Trademark Applications
Attached.

Serial No.

Filing Date

Subject

Schedule B

to

**Release an Reassignment of
Trademark and License Assignment
Dated as of January 5, 1998**

**License Agreements
Attached.**

**TRADEMARK LICENSE AGREEMENTS
AS OF
April 15, 1997**

NAME OF FILE

Ande Rooney

Anthony Industries (Speed Zone, a division of) Trademark License Agreement for
wearing apparel bearing the OMC Marks (Button Brand Development)

ARCTCO, INC. - Trademark License Agreement for DSE-PDS Products using the
FICHT marks

Auto-Trol

Chris Craft Industries - Terms Confidential

Dumas Products (CC Model Boats)

Fahnestock and Co. Inc. "OMC"

FICHT Marks

G-3 Owners Assn. & OMC Trademark License Agreement

General Motors - re: Sunbird

Grumman Corporation

Nylint - Trademark License Agreement for toys bearing the OMC Marks (Button Brand
Development)

OMC and Altra Marine Products, Inc. - Trademark License Agreement

OMC Credit Union

OMC Europe VOF

OMC & OMINC (Panama)

Principal Mutual Life Ins. Co. - Use of OMC Trademark on Ads

Saskatchewan Institute of Applied Science & Technology - use of OMC material in
educational material. (7/94)

Toy Collectors Club of America

Wildlife Service Emblem

Winross Toy Trucks

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