

6-30-99

07-06-1999



COMMERCE
COVER SHEET
ONLY

Patent and Trademark Office

To the Honorable Commis.

101083333

and the attached original documents or copy thereof.

1. Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

2. Name and address of receiving party:

Name: Outboard Marine Corporation
 DBA/AKA/TA: _____
 Address: 100 Sea Horse Drive
 City: Waukegan State: IL Zip: 60085

Individual Corporation
 Association Limited Partnership
 General Partnership Other

3. Name of Conveying Party:

Name: First National Bank of Chicago
 Formerly: _____

Individual(s) Association General Partnership Limited Partnership
 Execution Date: 01/05/98
 Corporation
 Other _____

Citizenship/State of Incorporation/Organization:
Illinois

Additional name(s) of conveying parties attached? Yes No

Citizenship/State of Incorporation:
Delaware

Additional name(s) of receiving parties attached? Yes No

4. Conveyance Type:

- Assignment Merger License
 - Security Agreement Change of Name Nunc Pro Tunc Assignment
 - Other _____
- Effective Date: _____ (if nunc pro tunc assignment)

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)

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

A. Trademark Application No.(s)

B. Trademark registration No.(s)
1,694,229, 1,780,174, 1,923,551

Additional numbers attached? Yes No

6. Name and address of party to whom correspondence concerning document should be mailed (and Domestic Representative Address, if applicable):

Name: Janet Dore, Esq.
MORGAN & FINNEGAN, L.L.P.

Address: 345 Park Avenue
 City: New York State NY Zip: 10154-0053

Area Code and Telephone No.: 212 - 415-8563

7. Total number of applications and registrations involved: 3

8. Total fee (37 CFR 3.41): \$ _____
 Enclosed
 Authorized to be charged to deposit account

9. Deposit account number:
13-4500
 Authorization to charge additional fees Yes No

07/06/1999 MTHAI1 00000011 134500 1694229

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 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. Charges to deposit account are authorized, as indicated herein

Janet Dore
Name of Person Signing

Janet Dore
Signature

6/30/99
Date

Total amount of pages: 1
in cover sheet

Mail Documents to Commissioner of Patents and Trademarks, Box Assignments, Washington DC 20231

**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 _____, Frames _____ 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: Dwight E. Stevens

Its: Authorized Agent

U.S. TRADEMARKS OWNED BY OMC

RENEWAL DUE	REG. NO.	DATE	PENDING APPLICATIONS			TRADEMARK	CLASS
			DATE FILE	SER. NO.			
39	1000212001	1,923,551	10/03/95			GRUMMAN & Design (1985)	12
40	10/11/2002	1,212,085	10/12/02			H-VIS	4
41	12/19/2003	1,261,657	12/20/03			HYDRA-SPORTS	12
42	08/28/89	1,778,696	06/28/93			INTRUDER	7
43	10/18/99	1,800,075	10/18/93			JAMAICA	12
44	07/25/2008	1,497,623	07/26/08			JAVELIN	12
45	11/31/2009	1,565,804	11/14/09			JAVELIN & DESIGN	12
46	05/14/2004	1,277,753	05/15/04			JOHNSON	Multi
47	01/18/2000	569,909	01/17/50			JOHNSON	23*
48	05/04/2007	1,438,492	05/05/07			JOHNSON (Suppl Reg.)	7 (Electrics & parts)
49	10/03/2007	233,698	10/04/27			JOTTINGS	23*
50	07/30/89	1,123,251	07/31/79			LIBERATOR	16
51	12/14/2007	1,468,866	12/15/07			LONG LIFE	12
52	01/18/99	1,746,771	01/19/93			LOWE	8
53	06/26/2000	1,603,834	06/28/00			M and Design	23*
54	08/19/97	650,473	08/20/57			M and Design	23*
55	01/06/2004	762,889	01/07/64			NAUTIC PRO	7
56						NAUTIC PRO	12
57						NAUTIC PRO	4
58						OCEANRUNNER	7
59	04/05/89	1,762,455	04/06/93			ODYSSEY	12
60	01/22/2002	1,951,414	01/23/96			OLE	7
61						OMC	7,12
62	11/23/2004	780,561	11/24/04			OMC	Multi
63	05/14/2004	1,277,578	05/15/04			OMC COBRA	25
64	11/16/98	1,733,237	11/17/92			OMC COBRA	7
65	08/04/2006	1,403,800	08/05/06			OMC COBRA & Design	7
66	11/09/2007	1,484,203	11/10/07			OMC COBRA (Sylized)	7
67	08/15/2008	1,500,213	08/16/08			OMC EXPRESS	12
68	08/29/2008	1,501,934	08/30/08			OMC FINANCE Design	36
69	01/29/2002	1,853,120	01/30/96			OMC KING COBRA	9
70	11/19/97	1,665,234	11/18/91			OMC OMNIVISION	7
71	08/24/2007	1,453,952	08/25/07			OMC SEA DRIVE	12
72	11/12/2002	2,016,381	11/12/96			OMC SHOOTER	36
73	12/06/2002	1,216,883	12/07/02			OMC SIGNATURE CLUB	7
74	09/26/2008	1,505,770	09/27/08			OMC Sea Drive Design	7
75	12/24/97	1,669,709	12/24/91				
76	12/08/2002	1,218,882	12/07/02				

Licensed to OMC

U.S. TRADEMARKS OWNED BY OMC

RENEWAL DUE	REG. NO.	DATE	PENDING APPLICATIONS		TRADEMARK	CLASS	
			DATE FILE	SER. NO.			
04/21/2000	1,133,435	04/22/80			2 + 4	1	
10/09/98	1,103,838	10/10/78			4 WINNS	12	
02/13/98	1,085,458	02/14/78			4 WINNS (Stylized)	12	
09/07/2008	1,456,283	09/08/87			ACCUMIX	9	
06/27/2008	1,494,082	06/28/88			ACCUMIX R	9	
08/06/99	1,123,789	08/07/79			ALL-FAMILY BOAT SHOW	35	
09/27/99	1,795,788	09/28/93			BIMINI	12	
			08/25/95	74/734,290	CASH PORT	35	
06/19/98	1,083,605	06/20/78			COMMAND CENTER	7	
10/13/2006	1,413,278	10/14/86			CONTINENTAL	12	
09/03/2000	1,611,988	09/04/80			CORSAR	12	
05/02/2000	1,633,771	05/03/94			CROWNE	12	
11/12/2002	2,016,460	11/12/96			DEALERAMA	35	
02/28/2000	1,524,714	03/01/94			DOCK'S CORNER	42	
08/01/2003	1,248,903	08/02/83			ECONOMEASURE	9	
10/15/2002	739,341	10/16/82			ELECTRAMATIC	23*	
08/25/2008	1,406,665	08/26/86			EUROSPORT	12	
09/10/2004	1,293,585	09/11/84			EVINRUDE	Multi	
10/24/2009	518,807	10/25/49			EVINRUDE	7	
01/28/2007	1,426,298	01/27/87			EVINRUDE	7	
06/28/99	1,778,697	06/29/93			FASTRIKE	7	
			07/25/95	74/705,994	FFI	12	Licensed to OMC
			07/25/95	74/705,995	FFI	7	Licensed to OMC
			07/25/95	74/707,599	FICHT	12	Licensed to OMC
			07/25/95	74/705,608	FICHT	7	Licensed to OMC
04/28/2000	1,133,998	04/29/80			FIREPOWER	7	
11/23/2001	1,178,832	11/24/81			FIRST IN OUTBOARDS	42	
02/05/2001	1,633,952	02/05/91			FISHING MACHINE	12	
06/26/2001	1,902,188	06/27/95			FLING	12	
05/11/2001	1,153,726	05/12/81			FLOATABLES	9	
12/25/2007	1,470,599	12/29/87			FOUR WAVES DES w/o border	12	
01/04/2008	1,471,376	01/05/88			FOUR WAVES DES. w/border	12	
12/14/2006	1,468,967	12/15/87			FOUR WINNS	12	
11/01/99	1,802,423	11/02/93			FUN PORT	42	
08/02/99	1,785,788	08/03/93			FUN PORT	35	
08/25/98	666,277	08/26/58			GALE	23*	
08/15/98	1,694,229	08/16/92			GRUMMAN Design	12	Licensed to OMC
07/05/99	1,780,174	07/06/93			GRUMMAN Design	12	Licensed to OMC