

Collective

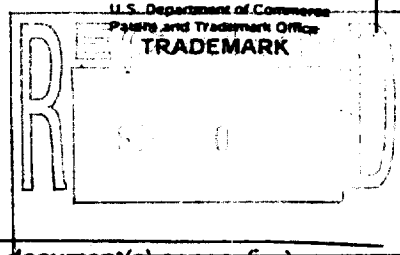
FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027

11-22-1999



101169703

RECORDATION  
TRADEMARKS ONLY



MRP  
9-20-99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/> <input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/> <input checked="" type="checkbox"/> Corrective Document Reel # <input type="text" value="1622"/> Frame # <input type="text" value="0385"/>	<b>Conveyance Type</b> <input type="checkbox"/> Assignment <input type="checkbox"/> License <input type="checkbox"/> Security Agreement <input type="checkbox"/> Nunc Pro Tunc Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Release of Reg. No. 1,728,804 (S/N 74/180,460) recorded in error; remove erroneous recordation from chain of title history
--	--

**Conveying Party**

Name

Original execution date: 04/30/1997

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association  
 Other   
 Citizenship/State of Incorporation/Organization

**Receiving Party**

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)  
 Corporation  Association  
 Other   
 Citizenship/State of Incorporation/Organization

09/22/1999 NTHA11 00000260 74180460

01 FC:481 40.00 OP

**FOR OFFICE USE ONLY**

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK  
REEL: 001961 FRAME: 0235

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address** Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Release Trademark Reg. No. 1,728,804  
(S/N 74/180,460) recorded in error on  
Reel/Frame 1622/0385 on 07/18/1997;  
remove erroneous recordation from chain  
of title history

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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.

James F. Donato  
Name of Person Signing

  
Signature

9/20/99  
Date Signed

2/19/1 of 1

04180460 -- TRADEMARKSCAN(r)-Federal

BELGIAN FORMULA

INTL CLASS: 3 (Cosmetics &amp; Cleaning Preparations)

US CLASS: 51 (Cosmetics &amp; Toilet Preparations)

T&amp;T US CLASS: 52 (Detergents &amp; Soaps)

STATUS: Registered; Section 8 &amp; 15 - Accepted &amp; Acknowledged; Section 2(F)

GOODS/SERVICES: HAIR CARE PRODUCTS; NAMELY, HAIR TREATMENT PREPARATIONS AND SHAMPOOS

SERIAL NO.: 74-180,460

REG. NO.: 1,728,804

REGISTERED: November 3, 1992

FIRST USE: February 1966 (Intl Class 3)

FIRST COMMERCE: February 1966 (Intl Class 3)

FILED: June 28, 1991

PUBLISHED: August 11, 1992

AFFIDAVIT SEC.: 8-15; January 3, 1998

ORIGINAL APPLICANT: FERMODYL PROFESSIONALS INC. (Delaware Corporation), 555 WEST 57TH STREET, NEW YORK, NY (New York), 10019, USA (United States of America)

OWNER AT PUBLICATION: FERMODYL PROFESSIONALS INC. (Delaware Corporation), 555 WEST 57TH STREET, NEW YORK, NY (New York), 10019, USA (United States of America)

ORIGINAL REGISTRANT: FERMODYL PROFESSIONALS INC. (Delaware Corporation), 555 WEST 57TH STREET, NEW YORK, NY (New York), 10019, USA (United States of America)

ASSIGNEE(S): CHEMICAL BANK (New York banking corporation), 270 PARK AVENUE NEW YORK, NY 10017

Assignor(s): FERMODYL PROFESSIONALS, INC. (Delaware Corporation)

Reel/Frame: 1320/0199

Recorded: March 21, 1995

Brief: SECURITY INTEREST

ASSIGNEE(S): FIRST NATIONAL BANK OF CHICAGO, THE (A banking association), ONE FIRST NATIONAL PLAZA, CHICAGO, IL (Illinois), 60670, USA (United States of America)

Assignor(s): OUTBOARD MARINE CORPORATION (Delaware Corporation)

Reel/Frame: 1622/0385

Recorded: July 18, 1997

Brief: SECURITY INTEREST

OTHER U.S. REGISTRATIONS: 1379964

FILING CORRESPONDENT: ARCH M. AHERN, ALEXANDRA THIERY, REVLON CONSUMER PRODUCTS CORPORATION, 625 MADISON AVE 16TH FL, NEW YORK NY 10022

1/19/1 of 1

05180460 -- TRADEMARKSCAN(r) -Federal

WE TAKE THE WORLD BOATING

INTL CLASS: 7 (Machinery)  
12 (Vehicles)  
35 (Advertising & Business Services)  
US CLASS: 13 (Hardware, Plumbing, Steam-fitting Supplies)  
19 (Vehicles)  
21 (Electrical Apparatus, Machines & Supplies)  
23 (Cutlery, Machines, & Tools, Parts Therof)  
31 (Filters & Refrigerators)  
34 (Heating, Lighting, & Ventilating Apparatus)  
35 (Belting, Hoses, Machines Packing, Nonmetallic Tire)  
44 (Dental, Medical & Surgical Appliances)  
100 (Miscellaneous Service Marks)  
101 (Advertising & Business Services)  
102 (Financial & Insurance Services)

STATUS: Abandoned - Failure To Respond

GOODS/SERVICES: (INT. CL. 7) MARINE ENGINES AND OUTBOARD MOTORS AND  
STRUCTURAL PARTS (INT. CL. 12) BOATS AND STRUCTURAL PARTS THEREFOR (INT.  
CL. 35) PROMOTING THE SALE OF OUTBOARD MOTORS AND BOATS

SERIAL NO.: 75-180,460

FILED: October 11, 1996

ABANDONED: August 29, 1998

ORIGINAL APPLICANT: OUTBOARD MARINE CORPORATION (Delaware Corporation), 100  
SEA HORSE DRIVE, WAUKEGAN, IL (Illinois), 600852195, USA (United States  
of America)

OTHER U.S. REGISTRATIONS: 1616439; 1616632

FILING CORRESPONDENT: R WARREN COMSTOCK, 100 SEA HORSE DRIVE, WAUKEGAN IL  
60085-2195

FORM PTO-1594  
(Rev. 07-93)  
OMB No. 4511-0017 (Rev. 07-93)  
\*40 Series 2 = = =

08-05-1997



100503173

COVER SHEET  
ONLY

RECEIVED  
U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office  
JUL 18 1997  
RECEIPT ACTING BY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy insofar as:

1. Name of conveying party(ies): MRD  
07-18-97  
Outboard Marine Corporation  
 Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State DE  
 Other \_\_\_\_\_  
Additional names of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: The First National Bank of Chicago  
Internal Address: \_\_\_\_\_  
Street Address: One First National Plaza  
City: Chicago State: IL ZIP: 60670  
 Individual(s) citizenship \_\_\_\_\_  
 Association Banking  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other \_\_\_\_\_  
If attached is not completed in the United States, a complete reproduction of signature is attached?  Yes  No  
(Designations must be a separate document from assignment)  
Additional names & addresses of attaching?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_  
Execution Date: April 30, 1997

4. Application number(s) or patent number(s): U 33435  
A. Trademark Application No.(s)  
See Attached Schedule A  
Additional numbers attached?  Yes  No

B. Trademark Registration No.(s)  
See Attached Schedule A

5. Name and address of party to whom correspondence concerning document should be mailed  
Name: Michelle Blackmon  
Internal Address: Sidley & Austin  
Street Address: One First National Plaza  
City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 145  
7. Total fee (37 CFR 2.41): \$ 3,640.00  
 Enclosed  
 Authorized to be charged to deposit account  
8. Deposit account number: \_\_\_\_\_  
(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 attached copy is a true copy of the original document.  
Michelle Blackmon  
Name of Person Signing

Michelle Blackmon  
Signature  
7/17/97  
Date

Total number of pages including cover sheet, attachments, and document: 19

Mail documents to be reported with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box 4000  
Washington, D.C. 20503

TRADEMARK  
REEL: 1677 FRAME: 0385

## U.S. TRADEMARKS OWNED BY OUTBOARD MARINE CORPORATION

REG. NO.	ISSUE DATE	SERIAL NO.	FILE DATE	TRADEMARK
1,133,435	4/22/80	73-162484	3/16/78	2+4
1,107,838	10/10/78	73-162995	3/20/78	4WINNS
1,085,458	2/14/78	73-106443	11/12/76	4WINNS (Stylized)
1,456,293	9/8/87	73-636334	12/22/86	ACCUMIX
1,494,082	6/28/88	73-695841	11/16/87	ACCUMIX R
1,123,789	8/7/79	73-168623	5/1/78	ALL-FAMILY BOAT SHOW
1,795,786	9/28/93	74-310926	9/4/92	BIMINI
		74-734290	9/25/95	CASH PORT
1,093,605	6/20/78	73-131942	6/27/77	COMMAND CENTER
1,413,276	10/14/86	73-591610	4/4/86	CONTINENTAL
1,611,988	9/4/90	73-828567	9/29/89	CORSAIR
1,833,771	5/3/94	74-141063	2/21/91	CROWNE
2,016,460	11/12/96	74-660621	4/13/95	DEALERAMA
1,824,714	3/1/94	74-333392	11/23/92	DOCK'S CORNER
1,246,903	8/2/83	73-351074	2/19/82	ECONOMEASURE
739,341	10/16/62	72-133406	12/5/61	ELECTRAMATIC
1,406,565	8/26/86	73-580881	2/3/86	EUROSPORT
1,293,585	9/11/84	73-314163	6/11/81	EVINRUDE
516,807	10/25/49	71-546421	1/7/48	EVINRUDE (Stylized)
1,426,296	1/27/87	73-603789	6/12/86	EVINRUDE
1,778,697	6/29/93	74-331467	11/16/92	FASTSTRIKE
		74-705994	7/25/95	FFI (Licensed to OMC)
		74-705995	7/25/95	FFI (Licensed to OMC)
		74-707699	7/25/95	FICHT (Licensed to OMC)

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TRADEMARK  
REEL: 1622 FRAME: 0386TRADEMARK  
REEL: 001961 FRAME: 0240

REG. NO.	ISSUE DATE	SERIAL NO.	FILE DATE	TRADEMARK
		74-705608	7/25/95	FICHT (Licensed to OMC)
1,133,996	4/29/80	73-189926	10/19/78	FIREPOWER
1,178,832	11/24/81	73-212726	4/23/79	FIRST IN OUTBOARDS
1,633,952	2/5/91	73-812769	7/17/89	FISHING MACHINE
1,902,166	6/27/95	74-424168	8/13/93	FLING
1,153,726	5/12/81	73-190228	10/23/78	FLOATABLES
1,470,599	12/29/87	73-660215	5/11/87	MISCELLANEOUS Design
1,471,376	1/5/88	73-660216	5/11/87	MISCELLANEOUS Design
1,468,967	12/15/87	73-660227	5/11/87	FOUR WINNS
1,802,423	11/2/93	74-333393	11/23/92	FUN PORT
1,785,788	8/3/93	74-333497	11/23/92	FUN PORT
666,277	3/26/58	72-041304	11/25/57	GALE
1,694,229	6/16/92	74-128677	1/7/91	GRUMMAN and Design (Licensed to OMC)
1,780,174	7/6/93	74-332127	11/18/92	GRUMMAN and Design (Licensed to OMC)
1,923,551	10/3/95	74-582431	10/5/94	GRUMMAN and Design (Licensed to OMC)
1,212,085	10/12/82	73-295762	2/5/81	HI-VIS
1,261,657	12/20/83	73-399868	10/12/82	HYDRA-SPROTS
1,778,696	6/29/93	74-331466	11/16/92	INTRUDER
1,800,075	10/19/93	74-311251	9/4/92	JAMAICA
1,497,623	7/26/88	73-703498	12/30/87	JAVELIN
1,563,804	11/14/89	73-790627	4/3/89	JAVELIN A DIVISION OF OMC & Design
1,277,753	5/15/84	73-284952	11/6/80	JOHNSON

REG. NO.	ISSUE DATE	SERIAL NO.	FILE DATE	TRADEMARK
519,909	1/17/50	71-543831	12/9/47	JOHNSON
1,488,492	5/5/87	73-603785	6/12/86	JOHNSON
233,698	10/4/27	71-248180	4/29/27	JOHNSON (Suppl. Reg.)
1,123,251	7/31/79	73-166717	4/17/78	JOTTINGS
1,468,966	12/15/87	73-660217	5/11/87	LIBERATOR
1,746,771	1/19/93	74-267315	4/20/92	LONG LIFE
1,603,634	6/26/90	73-824572	9/11/89	LOWE
650,473	8/20/57	72-022375	1/10/57	M and Deisgn
762,689	1/7/64	72-162588	2/12/63	M and Deisgn
		75-047924	1/24/96	NAUTIC PRO
		75-052815	2/2/96	NAUTIC PRO
		75-047915	1/24/96	NAUTIC PRO
1,762,455	4/6/93	74-300406	8/3/92	OCEANRUNNER
1,951,414	1/23/96	1,951,414	1/23/96	ODYSSEY
				OLE
780,561	11/24/64	72-157239	11/13/62	OMC
1,277,578	5/15/84	73-296324	2/9/81	OMC
1,733,237	11/17/92	74-256973	3/19/92	OMC COBRA
1,403,800	8/5/86	73-573879	12/17/85	OMC COBRA
1,464,203	11/10/87	73-652659	4/1/87	OMC COBRA
1,500,213	8/16/88	73-700231	12/10/87	OMC COBRA & Design
1,501,934	8/30/88	73-707297	1/25/88	OMC COBRA & Design
1,953,120	1/30/96	74-636047	2/21/95	OMC EXPRESS
1,665,234	11/19/91	74-116467	11/19/90	OMC \$ FINANCE and Design
1,453,952	8/25/87	73-641453	1/27/87	OMC KING COBRA

TRADEMARK  
REEL: 1022 FRAME: 0388

TRADEMARK  
REEL: 001961 FRAME: 0242



REG. NO.	ISSUE DATE	SERIAL NO.	FILE DATE	TRADEMARK
2,016,381	11/12/96	74-636048	2/21/95	OMC OMNIVISION
1,218,883	12/7/82	73-283368	10/27/80	OMC SEA DRIVE
1,505,770	9/27/88	73-714030	2/16/88	OMC SHOOTER
1,669,709	12/24/91	74-083319	7/30/90	OMC SIGNATURE CLUB
1,218,882	12/7/82	73-283367	10/27/80	OMC SEA DRIVE (Stylized)
1,813,542	12/28/93	74-374350	3/29/93	OMNI BY OMC
		75-091597	4/19/96	PDQ Design
916,625	7/20/71	72-353635	3/10/70	PRINCECRAFT
1,167,661	9/1/81	73-205225	2/26/79	MISCELLANEOUS Design
1,287,780	7/31/84	73-435568	7/21/83	QUARTACH
1,790,285	8/31/93	74-105482	10/12/90	QUEST
1,680,082	3/24/92	74-163109	5/2/91	QUIET RIDER
1,630,778	1/8/91	74-047792	4/2/90	RAKER
1,778,843	6/29/93	74-249357	2/25/92	REGENCY
1,944,299	12/26/95	74-636046	2/21/95	RENEGADE
1,380,317	1/28/86	73-545440	6/28/85	ROUGHNECK
1,168,058	9/8/81	73-234479	10/9/79	SAIL MASTER
1,236,053	5/3/83	73-338896	11/25/81	MISCELLANEOUS Design
1,368,647	11/5/85	73-421828	4/15/83	SCOUT
259,154	7/23/29	71-281429	3/27/29	SEA HORSE
672,759	1/20/59	72-052237	5/23/58	MISCELLANEOUS Design
1,437,749	4/28/87	73-603786	6/12/86	MISCELLANEOUS Design
1,229,060	3/8/83	73-252428	3/3/80	MISCELLANEOUS Design
1,488,165	5/17/88	73-686027	9/24/87	MISCELLANEOUS Design
1,452,935	8/18/87	73-636333	12/22/86	MISCELLANEOUS Design

REG. NO.	ISSUE DATE	SERIAL NO.	FILE DATE	TRADEMARK
309,124	1/2/34	71-340950	8/23/33	MISCELLANEOUS Design
1,006,889	3/18/75	73-004233	10/23/73	SEA NYMPH
1,711,505	9/1/92	74-093168	8/31/90	SEACORE
698,900	6/7/60	72-083095	10/12/59	SEASWIRL
1,136,024	5/27/80	73-206820	3/12/79	SELECTRIM
682,172	7/21/59	72-062031	11/6/58	SHIP-MASTER
1,795,787	9/28/93	74-311273	9/4/92	SILHOUETTE
1,781,112	7/13/93	74-331407	11/16/92	SILVERSTAR SERIES
1,873,753	1/17/95	74-482058	1/24/94	SIZZLER
1,317,437	1/29/85	73-480376	5/14/84	SNAP-IN
1,695,903	6/23/92	74-048307	4/10/90	SOUTHWIND
1,715,496	9/15/92	74-236936	1/13/92	SPIRIT
1,500,212	8/16/88	73-700211	12/10/87	SPL
1,988,750	7/23/96	74-311272	9/4/92	SPORT DECK
1,729,183	11/3/92	74-252461	3/5/92	SPRINGBOK
1,793,585	9/21/93	74-288271	6/26/92	SPYDER
1,048,091	9/14/76	73-080058	3/12/76	SST
1,345,990	7/2/85	73-459766	1/6/84	SST II
1,767,392	4/27/93	74-312921	9/10/92	STABLE-VEE (Stylized)
657,732	1/28/58	72-032525	6/24/57	STARFLITE
1,860,354	10/25/94	74-311269	9/4/92	STINGER
1,393,959	5/20/86	73-535584	5/3/85	STRATOS
1,427,210	2/3/87	73-603790	6/12/86	E (Stylized)
1,488,166	5/17/88	73-686028	9/24/87	E (Stylized) & GLOBES Design
1,277,580	5/15/84	73-314282	6/11/81	E (Stylized)

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TRADEMARK  
 REEL: 1622 FRAME: 0390

TRADEMARK  
 REEL: 001961 FRAME: 0244

REG. NO.	ISSUE DATE	SERIAL NO.	FILE DATE	TRADEMARK
695,617	4/5/60	72-079878	8/19/59	E (Stylized)
1,660,731	10/15/91	74-107232	10/19/90	SUNCRUISER
1,984,499	7/2/96	74-485026	1/31/94	SYSTEM CHECK and Design
1,492,671	6/14/88	73-645769	2/20/87	SYSTEMMATCHED
1,796,949	10/5/93	74-311271	9/4/92	TAHITI
1,544,209	6/20/89	73-707131	1/22/88	TECH SERIES
2,015,485	11/12/96	74-671607	5/8/95	THE POWER OF ONE
1,507,849	10/11/88	73-718426	3/24/88	TKO
1,021,025	9/23/75	73-029237	8/12/74	TOPAZ
1,796,950	10/5/93	74-311286	9/4/92	TRINIDAD
1,313,012	1/8/85	73-470813	3/19/84	TRIPLE-GUARD
1,093,591	6/20/78	73-078421	2/26/76	TRU-COURSE
1,907,070	7/25/95	74-458526	11/15/93	TURBOJET
688,633	11/24/59	72-047529	3/11/58	UNIFLITE
1,688,424	12/17/91	74-098010	9/17/90	VECTOR
1,530,770	3/21/89	73-740569	7/18/88	VEE-LOK
1,871,033	1/3/95	74-462934	11/24/93	VENOM
1,843,028	7/12/94	74-314206	9/16/92	VINDICATOR
1,307,847	12/4/84	73-458440	12/27/83	VRO (Stylized)
1,307,740	12/4/84	73-414387	2/22/83	VRO and Design
		74-180460	10/11/96	WE TAKE THE WORLD BOATING
776,968	9/15/64	72-181268	11/15/63	YACHTWIN
1,259,836	12/6/83	73-388401	9/24/82	MISCELLANEOUS Design
1,093,506	6/20/78	73-131943	6/27/77	ZEPHYR

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TRADEMARK  
REEL: 1622 FRAME: 0391TRADEMARK  
REEL: 001961 FRAME: 0245

## EXECUTION COPY

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement"), dated as of April 30, 1997 is made by **OUTBOARD MARINE CORPORATION**, a Delaware corporation ("Grantor"), in favor of **THE FIRST NATIONAL BANK OF CHICAGO** (the "Agent"), for its benefit and the benefit of the "Holders of Secured Obligations" (as such term is defined in the "Credit Agreement" defined below).

WITNESSETH:

WHEREAS, Grantor, the Agent and certain financial institutions from time to time party thereto (the "Banks") are parties to that certain Credit Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Credit Agreement"), pursuant to which the Banks may, from time to time, extend credit to Grantor; and

WHEREAS, Grantor and the Agent are parties to that certain Security Agreement of even date herewith (as the same may hereafter be modified, amended, restated or supplemented from time to time, the "Security Agreement"), pursuant to which Grantor has granted a security interest in certain of its assets to the Agent for the benefit of the Agent and the Holders of Secured Obligations; and

WHEREAS, the Banks have required Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Secured Obligations" (as defined in the Credit Agreement) and (ii) as a condition precedent to any extension of credit under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

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2. Incorporation of Premises The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof

3. Incorporation of the Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, Grantor hereby grants to the Agent, for the benefit of the Holders of Secured Obligations, a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(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 Grantor's business symbolized by the foregoing and connected therewith, and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under interest in any trademark license agreements or service mark license agreements with any other party, where Grantor 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 and 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 Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 4, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 4 shall be deemed to apply thereto automatically

5. Restrictions on Future Agreements. Grantor will not, without the Agent's prior written consent which consent will not be unreasonably withheld, enter into any agreement, including,

without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Licenses

6. New Trademarks and Licenses. Grantor represents and warrants that, from and after the Closing Date, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Grantor is the licensor and (c) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than the Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 4 above shall automatically apply thereto. Grantor shall give to the Agent written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby grants the Agent the limited authority to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under paragraph 4 above or under this paragraph 6, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements

7. Royalties. Grantor hereby agrees that the use by the Agent of the Trademarks and Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 15 or pursuant to Section 17 of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Agent or the other Holders of Secured Obligations to Grantor

8. Right to Inspect Further Assignments and Security Interests. The Agent may at all reasonable times (and at any time when a Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and examine Grantor's books, records and operations relating to the Trademarks and Licenses; provided, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. During such time as the secured financing is in place Grantor agrees (i) not to sell its respective interests in the Trademarks or the Licenses without the prior and

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express written consent of the Agent, (ii) to maintain the quality of such products as of the date hereof, and (iii) not to change the quality of such products in any material respect without the Agent's prior and express written consent

9. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash and the Credit Agreement and the Security Agreement have been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Agent pursuant to this Agreement or the Security Agreement and the Agent will, at Grantor's expense, file and record any such releases, assignments, termination statements or related instruments

10. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business: (i) to prosecute diligently, to the extent deemed reasonably necessary by Grantor for the conduct of its business, any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) make application for trademarks or service marks. Grantor further agrees (i) not to abandon any Trademark or License without the prior written consent of the Agent, unless and to the extent such Trademark or License is not needed in or useful to the Grantor's business, and (ii) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither the Agent nor any of the Holders of Secured Obligations shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither the Agent nor any of the Holders of Secured Obligations shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, except that the Agent shall do so if it elects to foreclose on such Trademarks and Licenses, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Secured Obligations secured hereby.

11. The Agent's Right to Sue. From and after the occurrence of a Default, the Agent shall have the right with counsel reasonably acceptable to the Agent and Grantor, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Agent shall commence any such suit, Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Agent)

12. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and the Agent have such effect. No single or partial exercise of any right

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hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to Grantor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorizes the Agent and any of the Agent's designees from and after the occurrence of and during the continuance of an Event of Default, in Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, from and after the giving by the Agent of notice to Grantor of the Agent's intention to enforce its rights and claims against Grantor, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Agent deems in its own or the Holders of Secured Obligations' best interest. This power of attorney is coupled with an interest and shall be irrevocable until all of the Secured Obligations shall have been paid in full in cash and the Credit Agreement shall have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent or the other Holders of Secured Obligations under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of a Default and the election by the Agent to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents

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and instruments as may be necessary, in the Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of a Default, the Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other loan documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonable and properly given if given at least ten (10) business days before such disposition; provided, however, that the Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of each of the Holders of Secured Obligations and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however, that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

17. Governing Law. THE AGENT ACCEPTS THIS AGREEMENT, ON BEHALF OF ITSELF AND THE BANKS, AT CHICAGO, ILLINOIS BY ACKNOWLEDGING AND AGREEING TO IT THERE. THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF ILLINOIS. WITHOUT LIMITING THE FOREGOING, ANY DISPUTE BETWEEN THE GRANTOR AND THE AGENT, ANY LENDER, OR ANY OTHER HOLDER OF SECURED OBLIGATIONS ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

18. CONSENT TO JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

(A) EXCLUSIVE JURISDICTION. EXCEPT AS PROVIDED IN SUBSECTION (B), EACH OF THE PARTIES HERETO AGREES THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN CHICAGO, ILLINOIS, BUT THE PARTIES HERETO ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF CHICAGO, ILLINOIS. EACH OF THE PARTIES HERETO WAIVES IN ALL DISPUTES

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BROUGHT PURSUANT TO THIS SUBSECTION ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE.

(B) OTHER JURISDICTIONS. GRANTOR AGREES THAT THE AGENT, ANY LENDER OR ANY HOLDER OF SECURED OBLIGATIONS SHALL HAVE THE RIGHT TO PROCEED AGAINST GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION TO ENABLE SUCH PERSON TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF SUCH PERSON. GRANTOR AGREES THAT IT WILL NOT ASSERT ANY PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY SUCH PERSON TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF SUCH PERSON. GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH SUCH PERSON HAS COMMENCED A PROCEEDING DESCRIBED IN THIS SUBSECTION.

(C) VENUE. EACH OF THE PARTIES HERETO WAIVES ANY OBJECTION THAT IT MAY HAVE (INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON FORUM NON CONVENIENS) TO THE LOCATION OF THE COURT IN WHICH ANY THE PROCEEDING IS COMMENCED IN ACCORDANCE WITH THIS PARAGRAPH 18

(D) WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith. EACH OF THE PARTIES HERETO AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

19. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Credit Agreement.

20. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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22. Merger. This Agreement represents the final agreement of the Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Grantor and the Agent or any Holder of secured Obligations.

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

OUTBOARD MARINE CORPORATION

By: Thomas H. Goodman  
Name: Thomas G. Goodman  
Title: Treasurer

ATTEST:

By: Gordon G. Rupp  
Name: Gordon G. Rupp  
Title: Counsel

Accepted and agreed to as of the day and year first above written.

THE FIRST NATIONAL BANK OF CHICAGO,  
as Agent

By: Deborah E. Stevens  
Name: Deborah E. Stevens  
Title: Authorized Agent

Schedule A  
to  
Trademark Security Agreement

Dated as of April 30, 1997

Trademarks and Service Marks

See Attached

Trademark and Service Mark Applications

See Attached

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Schedule B  
to  
Trademark Security Agreement

Dated as of April 15, 1997

License Agreements

See Attached

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P. 03/03

**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 (Burton 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 (Burton 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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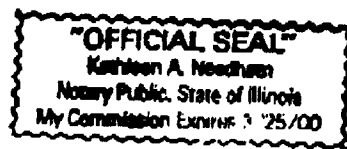
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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF LAKE     )

The foregoing Trademark Security Agreement was acknowledged before me this 30<sup>th</sup> day of April, 1997, by Thomas G. Gooden, Treasurer of Outboard Marine Corporation, a Delaware corporation, on behalf of such corporation.

Kathleen A. Neidham  
Notary Public  
Lake County, Illinois  
My commission expires: 3/25/00



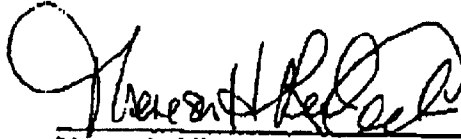
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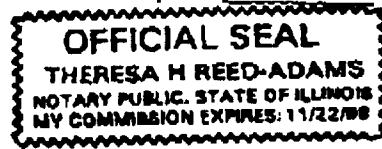
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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK   )

The foregoing Trademark Security Agreement was acknowledged before me this 20<sup>th</sup> day of April, 1997, by Deborah E. Stevens, a Authorized Officer of The First National Bank of Chicago, a national banking association, on behalf of such association.



Notary Public  
Cook County, Illinois  
My commission expires: 11-22-97



MDMA\PCD\DC\CHICAGO\4366575.1 April 31, 1997 (2:18pm)

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RECORDED: 07/18/1997

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