

9-17-99

TR



To the Honorable Commissioner of Patents and Trademarks

101150467

original documents or copy thereof.

1. Name of conveying party(ies):
Roadmaster Industries, INC
A corporation organized and
existing under the laws of
State of Delaware

- Individual(s)
- General Partnership
- Corporation-State
- 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: March 8, 1996

2. Name and address of receiving party(ies)

Name: Brunswick Corporation

Internal Address: _____

Street Address: One North Field Court

City: Lake Forest State: IL ZIP: 60045-4811

- 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

(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)

B. Trademark Registration No.(s)

1,579,019 & 2,028,797

Additional numbers attached? Yes No

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

Name: John S. Mortimer

Internal Address: _____

Wood, Phillips, VanSanten, Clark
& Mortimer

Street Address: 500 West Madison Street

Suite 3800

City: Chicago State: IL ZIP: 60661

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-0785

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

09/21/1999 JSHBAZZ 00000076 230785 1579019

DO NOT USE THIS SPACE

01 FC:401 10-00 CH
02 FC:402 25-00 CH

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.

Nora Wesley

Name of Person Signing

990.

Nora Wesley
Signature

9-14-99
Date

Total number of pages including cover sheet, attachments, and document: 5

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

TRADEMARK
REEL: 001961 FRAME: 0398

**ASSIGNMENT OF U.S. TRADEMARKS,
U.S. REGISTRATIONS, U.S. APPLICATIONS AND ASSOCIATED GOODWILL
FROM ROADMASTER INDUSTRIES, INC. TO BRUNSWICK CORPORATION**

WHEREAS, ROADMASTER INDUSTRIES, INC., a corporation organized and existing under the laws of the State of Delaware with its principal place of business at 250 Spring Street, N.W., Suite 3 South, Atlanta, Georgia 30303, owns all right, title and interest in, to and under the marks, registrations and applications for registration in the U.S. for the goods set forth opposite thereto, together with the goodwill of its business symbolized thereby, all as set forth on Schedule A to this Assignment; and

WHEREAS, BRUNSWICK CORPORATION, a corporation organized and existing under the laws of the State of Delaware, with its principal place of business at One North Field Court, Lake Forest, Illinois 60045-4811, wishes to acquire the marks, registrations, applications for registration and associated goodwill set forth on Schedule A to this Assignment and ROADMASTER INDUSTRIES, INC. wishes to sell and transfer said marks, registrations, applications and goodwill set forth on Schedule A to this Assignment to BRUNSWICK CORPORATION, all pursuant to the Asset Purchase Agreement dated as of February 26, 1996 (the "Purchase Agreement"), among ROADMASTER INDUSTRIES INC., certain affiliates thereof and BRUNSWICK CORPORATION.

NOW, THEREFORE, for and in consideration of the payment of the sum of \$10 and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, ROADMASTER INDUSTRIES, INC. does hereby sell, assign, transfer, convey and deliver to BRUNSWICK CORPORATION all its right, title and interest in, to and under such marks, registrations and applications, together with the goodwill of the

business symbolized by such marks, registrations and applications, all as set forth on Schedule A to this Assignment, including, without limitation, the right to sue for any past infringements of such marks, registrations and applications, free and clear of all Liens, other than Permitted Liens, obligations and liabilities, except Assumed Liabilities (each such capitalized term as defined in the Purchase Agreement).

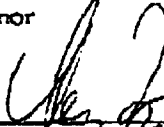
ROADMASTER INDUSTRIES, INC. shall, at BRUNSWICK CORPORATION'S reasonable request, execute and deliver to BRUNSWICK CORPORATION any and all agreements, instruments and other documents of any kind or character, and perform all such other actions, that may be necessary or desirable to facilitate and effectuate the terms and provisions of this Agreement.

This Assignment shall be binding upon ROADMASTER INDUSTRIES, INC. and its successors and assigns, and shall inure to the benefit of BRUNSWICK CORPORATION and its successors and assigns.

This Assignment shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to principles of conflicts of law.

ROADMASTER INDUSTRIES, INC.

Assignor


By: 

Its: Henry Fung
Chief Executive Officer and President

Accepted this 1st day of March,
1996.

BRUNSWICK CORPORATION

Assignee

By: 

Its: Senior Vice President
and Chief Financial
Officer

SCHEDULE A
ROADMASTER INDUSTRIES, INC. U.S. TRADEMARKS

CLOUD 9 SLEEPING BAG	1,482,386
EXPEDITION TRAILS	1,684,146
MADE IN AMERICA LIKE IT SHOULD BE AMERICAN TRAILS	1,571,956
MADE IN AMERICA LIKE IT SHOULD BE AMERICAN TRAILS	1,579,019

45064_2/corprmt

RECORDED: 09/17/1999

TRADEMARK
REEL: 001961 FRAME: 0402