

10-15-1999

COVER SHEET
ONLY

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To the Honorable Commissioner

101169137

of the attached original documents or copy thereof.

1. Name of conveying party(ies):

American Marine Holdings
Inc.

2. Name and address of receiving party(ies)

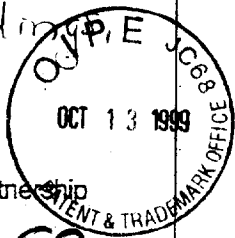
Name: Fleet Capital Corporation

Internal Address:

Street Address: 200 Glastonbury Blvd

City: East State: ZIP:

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



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

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

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

3 Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 8/13/99

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See Attached

Additional numbers attached? Yes No

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

Name: Amy Brady

Internal Address: CSC

80 State St

6 Th Fl

Street Address:

City: Albany State: NY ZIP: 12201

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

10/15/1999 DNGUYEN 00000073 75734320

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 350.00 OP

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.

Carolyn DeCrista
Name of Person Signing

Carolyn DeCrista
Signature

10-12-99
Date

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

Schedule of Marks

<u>Mark</u>	<u>RN/SN</u>
CUDDY FISH	1770774
DAYTONA stylized	75/734320
DONZI	828133
DONZI	1529822
DONZI DUDZ	1404141
DONZI MARINE	825217
DONZI MARINE logo	1615602
DONZI stylized	75/733601
DONZI Z stylized	75/739351
PRO-LINE and bird left	75/734110
PRO-LINE and bird right	75/733602
PRO-LINE & design	1889798
Z stylized	75/734109
Z stylized	75/734319
Z stylized	75/734318

**PATENTS, TRADEMARKS, COPYRIGHTS, AND LICENSES
SECURITY AGREEMENT**

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 23rd day of August, 1999, by AMERICAN MARINE HOLDINGS, INC. ("Borrower") a Delaware corporation, having a mailing address at 7110 21st Street East, Sarasota, FL 34243 and delivered to FLEET CAPITAL CORPORATION ("Fleet") having a mailing address at 200 Glastonbury Blvd., Glastonbury, CT 06033.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement of even date herewith by and between Borrower and Fleet (as it may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which Borrower is granting Fleet a lien on and security interest in certain assets of Borrower associated with or relating to products leased or sold or services provided under Borrower's patents, trademarks, copyrights and the goodwill associated therewith, and under which Fleet is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, servicemarks, tradenames, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the patents (except U.S. Patent No. 4,723,928 entitled Outboard Engine Bracing System which shall lapse on or about February, 2000), patent rights, and patent applications (collectively, "Patents"); trademarks, servicemarks, tradenames, service trademark applications, and service tradenames (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule "A" attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Loan Agreement, Fleet is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure Borrower's Obligations, Borrower grants a lien and security interest to Fleet, in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Borrower associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Assets in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

3. Borrower represents, warrants and covenants that:

(a) The Assets are subsisting and have not been adjudged invalid or unenforceable;

(b) To Borrower's knowledge, no claim is currently being asserted that the use by Borrower of any Asset violates the asserted rights of any third party except for an alleged claim against the trademark "Daytona".

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Assets, and each of the Assets is free and clear of any liens, claims, charges and encumbrances, including, without limitation, pledges, assignments, licenses and covenants by Borrower not to sue third persons other than liens created under that certain Security Agreement, dated June 10, 1997, made by Borrower in favor of Brunswick Corporation as to the collateral described therein which liens have been subordinated to Fleet;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with, the requirements set forth in 15 U.S.C. §§1051-1127, 17 U.S.C. §101, et seq., 35 U.S.C. §101 et seq. and any other applicable statutes, rules and regulations in connection with its use of the Assets; and

(f) Each of the Assets listed on Schedule "A" constitute all of the Assets, and all applications for any of the foregoing, now owned by Borrower. If, before all Obligations shall

have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Borrower shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, tradenames, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Borrower shall give Fleet prompt written notice thereof along with an amended Schedule "A".

4. Borrower further covenants that until all of Borrower's Obligations have been indefeasibly paid and satisfied in full, it will not enter into any agreement, including without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Fleet that an Event of Default has occurred and is continuing under the Loan Agreement and that Fleet has elected to exercise its rights hereunder, and until Fleet accelerates the Obligations of Borrower under the Loan Agreement, Borrower shall continue to have the exclusive right to use the Assets and Fleet shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

6. Borrower agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Assets without prior written consent of Fleet.

7. If and while an Event of Default exists under the Loan Agreement and Fleet is accelerating the Obligations of Borrower under the Loan Agreement, Borrower hereby covenants and agrees that Fleet, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in New York, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. For such purposes, during an Event of Default under the Loan Agreement and following the acceleration by Fleet of Borrower's Obligations under the Loan Agreement, Borrower hereby authorizes and empowers Fleet, its successors and assigns, and any officer or agent of Fleet as Fleet may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, assignments, documents, papers and instruments necessary for Fleet to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Fleet to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Borrower

hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or wilful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

8. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

9. All rights and remedies herein granted to Fleet shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.

10. Upon Borrower's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all of Borrower's Obligations, Fleet shall execute and deliver to Borrower all documents reasonably necessary to terminate Fleet's security interest in the Assets.

11. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Fleet in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Fleet's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Fleet and until so paid shall be added to the principal amount of Borrower's Obligations and shall bear interest at the Revolving Credit Base Rate prescribed in the Loan Agreement.

12. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any trademark application with respect to the Assets pending as of the date of this Agreement or thereafter, until Borrower's Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, to preserve and maintain all rights in the Assets, and upon reasonable request of Fleet, Borrower shall make federal application on registrable but unregistered patents, trademarks, copyrights or licenses belonging to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne by Borrower. Borrower shall not abandon any Patent, Trademark or Copyright without the prior written consent of the Fleet.

13. Borrower shall have the right to bring suit in its own name to enforce the Assets, in which event Fleet may, if Borrower reasonably deems it necessary, be joined as a nominal party

to such suit if Fleet shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Fleet for all damages, reasonable costs and expenses, including attorneys' fees, incurred by Fleet in the fulfillment of the provisions of this paragraph.

14. During the existence of an Event of Default under the Loan Agreement, Fleet may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in its name, but at Borrower's expense, and Borrower hereby agrees to reimburse Fleet in full for all reasonable costs and expenses, including attorneys' fees, incurred by Fleet in protecting, defending and maintaining the Assets.

15. No course of dealing among Borrower and Fleet nor any failure to exercise, nor any delay in exercising, on the part of Fleet, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Fleet's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Borrower and Fleet or by law, shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

17. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

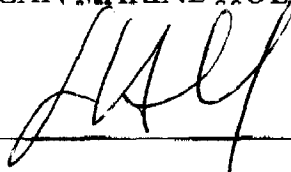
18. This Agreement shall be governed by and construed in conformity with the laws of the State of New York without regard to its otherwise applicable principles of conflicts of laws.

19. Borrower and Fleet each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks,
Licenses and Copyrights Security Agreement, under seal, the day and year first above written.

AMERICAN MARINE HOLDINGS, INC.

By: _____



Name: Lee H. Kimmell

Title: Chairman and CEO

Approved and Accepted:

FLEET CAPITAL CORPORATION

By: Bryan M. Cassini

Name: Bryan M. Cassini

Title: Senior Vice President

Exhibit 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT

WHEREAS, American Marine Holdings, Inc., a Delaware corporation ("Grantor") is the registered owner of the United States patents, patent rights, and patent applications, trademarks, servicemarks, tradenames, service trademark applications, and service tradenames, copyrights, and copyright applications and licenses listed on Schedule A attached hereto and made a part hereof (the "Assets"), which are registered in the United States Patent and Trademark Office and United States Copyright Office, respectively; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, dated August ____, 1999, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ____ day of August, 1999.

AMERICAN MARINE HOLDINGS, INC.

By: _____
Attorney-in-fact

Witness: _____

AMERICAN MARINE HOLDINGS, INC. Schedule A
ACTIVE TRADEMARK MATTERS
JUNE 30, 1999

Daytona

Mark	Class	Country	Number	Date	Last Action	Next Action	Owner of Record
* 220 CUDDY FISH	12	U.S.	1,770,774	05/11/93	Allow to lapse per H. Bleser 04/02/99	File closed when affidavit of use due 05/11/99	American Marine Holdings, Inc.
* DAYTONA Stylized	12	U.S.	75/734320	06/22/99	App to PTO 06/22/99	Review by examiner	American Marine Holdings, Inc.
DOHZ1	12	Austria	132,913	10/09/90	Registered 10/09/90	Renewal due 10/31/00	Outboard Marine Corporation
DOHZ1	21	Bahamas	14,110	06/27/90	Registered 06/27/90	Renewal due 06/27/04	Outboard Marine Corporation
* DOHZ1	9, 12	Benelux	468,777	09/19/89	Assignment and power of attorney to client for signature 06/11/99	Renewal due 09/19/99	Outboard Marine Corporation
DOHZ1	N/A	Canada	151,185	06/02/67	Renewed 06/02/97	2nd renewal due 06/02/12	American Marine Holdings, Inc.
DOHZ1	12	Chile	357,731	07/25/90	Registered 07/25/90	Renewal due 07/25/00	Outboard Marine Corporation
DOHZ1	12	Colombia	142,893	08/10/93	Registered 08/10/93	Renewal due 08/09/03	Outboard Marine Corporation
DOHZ1	12	Denmark	5786/1990	08/31/90	Registered 08/31/90	Renewal due 08/31/00	Outboard Marine Corporation
DOHZ1	12	Finland	116,556	02/05/92	Registered 02/05/92	Renewal due 02/05/02	Outboard Marine Corporation

* Indicates activity during the past calendar quarter

AMERICAN MARINE HOLDINGS, INC.
ACTIVE TRADEMARK MATTERS
JUNE 30, 1999

Mark	Class	Country	Number	Date	Last Action	Next Action	Owner of Record
DOMZI	7, 12	France	1,506,473	12/30/88	Renewed 11/13/98	2nd renewal due 12/30/08	American Marine Holdings, Inc.
* DOMZI	12	Greece	96,150	10/23/89	Assignment and power of attorney to client for signature 06/17/99	Renewal due 10/23/99	Outboard Marine Corporation
DOMZI	12	Guatemala	64,804	06/02/91	Registered 06/02/91	Renewal due 06/02/01	Outboard Marine Corporation
DOMZI	12	Hong Kong	3626/91	02/26/90	Renewed 02/26/97; assignment recorded 08/28/97	2nd renewal due 02/26/11	American Marine Holdings, Inc.
DOMZI	37	Korea	221,163	09/11/91	Registered 09/11/91	Renewal due 09/11/01	Outboard Marine Corporation
DOMZI	12	Kuwait	23,081	12/09/92	Registered 12/09/92	Renewal due 12/31/01	Outboard Marine Corporation
DOMZI	12	Mexico	392,889	06/29/90	Renewed 06/21/95	2nd renewal due 06/29/05	American Marine Holdings, Inc.
DOMZI	12	Norway	144,658	04/04/91	Registered 04/04/91	Renewal due 04/04/01	Outboard Marine Corporation
DOMZI	12	South Africa	90,5448	06/29/90	Registered 06/29/90	Renewal due 06/29/00	Outboard Marine Corporation
DOMZI	6, 7, 9, 12, 22	Spain	489,304	10/28/88	Five year tax paid 10/28/88; assignment filed 12/01/98	Tax due 10/25/03	Outboard Marine Corporation
DOMZI	12	Sweden	229,614	01/24/92	Registered 01/24/92	Renewal due 01/24/02	Outboard Marine Corporation
DOMZI	12	Switzerland	376,131	06/05/90	Registered 06/05/90	Renewal due 09/21/99	Outboard Marine Corporation

Indicates activity during the past calendar quarter

AMERICAN MARINE HOLDINGS, INC.
ACTIVE TRADEMARK MATTERS
JUNE 30, 1999

Mark	Class	Country	Number	Date	Last Action	Next Action	Owner of Record
DOHZI	82	Taiwan	507,450	12/01/90	Registered 12/01/90	Renewal due 11/30/00	Outboard Marine Corporation
DOHZI	22	Thailand	145,879	08/01/90	Registered 08/01/90	Renewal due 07/31/00	Outboard Marine Corporation
DOHZI	N/A	Turkey	123,910	08/01/90	Registered 08/01/90	Renewal due 08/01/00	Outboard Motor Corporation
DOHZI	12	U.S.	828,133	05/02/87	Federal renewed 05/02/87	2nd renewal due 05/02/07	American Marine Holdings, Inc.
DOHZI	25	U.S.	1,529,822	03/14/89	8/15 accepted 10/10/95	Renewal due 03/14/09	American Marine Holdings, Inc.
DOHZI	12	Venezuela	156731	03/18/94	Registered 03/18/94	Receive registration certificate	Outboard Marine Corporation
DOHZI (Katakana Characters)	12	Japan	2,312,092	06/28/91	Registered 06/28/91	Renewal due 06/28/01	Outboard Marine Corporation
DOHZI DUBZ	N/A	Canada	368,761	03/18/90	Registered 03/18/90	Renewal due 03/18/05	Outboard Marine Corporation
DOHZI DUDZ	17	Japan	2,225,800	04/23/90	Registered 04/23/90	Renewal due 04/23/00	Outboard Marine Corporation
DOHZI DUDZ	24	Japan	2,271,980	10/31/90	Registered 10/31/90	Renewal due 10/31/00	Outboard Marine Corporation
DOHZI DUDZ	45	Korea	215,333	06/18/91	Registered 06/18/91	Renewal due 06/10/01	Outboard Marine Corporation
DOHZI DUDZ	37	Taiwan	493,103	08/01/90	Registered 08/01/90	Renewal due 08/01/00	Outboard Marine Corporation

* Indicates activity during the past calendar quarter

AMERICAN MARINE HOLDINGS, INC.
ACTIVE TRADEMARK MATTERS
JUNE 30, 1999

Mark	Class	Country	Number	Date	Last Action	Next Action	Owner of Record
DOMZI DUDZ	39	Taiwan	496,339	09/01/90	Registered 09/01/90	Renewal due 09/01/00	Outboard Marine Corporation
DOMZI DUDZ	40	Taiwan	496,582	09/01/90	Registered 09/01/90	Renewal due 09/01/00	Outboard Marine Corporation
DOMZI DUDZ	38	Thailand	145,948	08/01/90	Registered 08/01/90	Renewal due 08/01/00	Outboard Marine Corporation
DOMZI DUDZ	25	U.S.	1,404,141	08/05/86	8/15 accepted 08/05/92	Renewal due 08/05/06	American Marine Holdings, Inc.
DOMZI DUDZ (Katakana Characters)	17	Japan	2,269,364	09/21/90	Registered 09/21/90	Renewal due 09/21/00	Outboard Marine Corporation
ダブチ タツズ							
DOMZI DUDZ (Katakana Characters)	24	Japan	2,312,083	06/28/91	Registered 06/28/91	Renewal due 06/28/01	Outboard Marine Corporation
DOMZI MARINE	12	U.S.	825,217	03/07/87	Federal renewed 03/07/87	2nd Renewal due 03/07/07	American Marine Holdings, Inc.

Indicates activity during the past calendar quarter

AMERICAN MARINE HOLDINGS, Inc.
ACTIVE TRADEMARK MATTERS
JUNE 30, 1999

Mark _____ Class _____ Country _____ Number(App)/Reg..... Date _____ Last Action _____ Next Action _____ Owner of Record _____

DONZI MARINE and logo 12 U.S. 1,615,602 10/02/90 8/15 accepted 12/09/96 Renewal due 10/02/00 American Marine Holdings, Inc.



* DONZI Stylized 12 U.S. 75/733601 06/22/99 App to PTO 06/22/99 Review by examiner American Marine Holdings, Inc.

DONZI II

* DONZI 2 Stylized 12 U.S. 75/739351 06/20/99 App to PTO 06/29/99 Review by examiner American Marine Holdings, Inc.

DONZI II

MEDALLION 12 Florida 113520 09/25/90 Florida registered 09/25/90 Renewal due 09/25/00 American Marine Holdings, Inc.

* PRO LINE BOATS Stylized 25 U.S. Mark not used on boats File app for clothes American Marine Holdings, Inc.

PRO-LINE
2000238

Indicates activity during the past calendar quarter

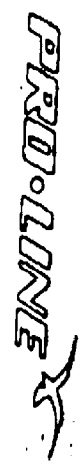
AMERICAN MARINE HOLDINGS, INC.
ACTIVE TRADEMARK MATTERS
JUNE 30, 1999

Mark _____ Class _____ Country _____ Number _____ Date _____ (App)/Reg _____ Last Action _____ Next Action _____ Owner of Record _____

* PRO LINE and Bird Left 12 U.S. 75/734110 06/22/99 App to PTO 06/22/99 Review by examiner American Marine Holdings, Inc.



* PRO LINE and Bird Right 12 U.S. 75/733602 06/22/99 App to PTO 06/22/99 Review by examiner American Marine Holdings, Inc.



PRO-LINE and Design 12 U.S. 1,889,798 04/18/95 Federal registered 04/18/95 Affidavit of use due 04/18/01 American Marine Holdings, Inc.






* PRO-SKIFF 12 Florida 112672 03/27/90 Renewal letter to client 06/29/99 Renewal due 03/27/00 American Marine Holdings, Inc.

REGAZZA Stylized N/A Canada 379,311 02/01/91 Registered 02/01/91; registration to expire 02/01/06; mark not in use Close file when registration expires on 02/01/06 Outboard Marine Corporation

Regazza

Indicates activity during the past calendar quarter

AMERICAN MARINE HOLDINGS, INC.
ACTIVE TRADEMARK MATTERS
JUNE 30, 1999

Mark	Class	Country	Number	Date	Last Action	Next Action	Owner of Record
	12	U.S.	75/734109	06/22/99	App to PTO 06/22/99	Review by examiner	American Marine Holdings, Inc.
* ZF Stylized	12	U.S.	75/734319	06/22/99	App to PTO 06/22/99	Review by examiner	American Marine Holdings, Inc.
							
* ZX Stylized	12	U.S.	75/734318	06/22/99	App to PTO 06/22/99	Review by examiner	American Marine Holdings, Inc.
							
TOTAL MATTERS 54							

Indicates activity during the past calendar quarter

7

Schedule 7.1.16
Patents, Trademarks, Copyrights and Licenses

Patents:

<u>United States Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
D300,021	Transom Portion of a Boat	2/28/89
4,723,928	Outboard Engine Bracing System	2/9/88

Trademarks:

See attached listing dated June 30, 1999

Trade Names:

See Schedule 7.1.5

Schedule 7.1.16
Patents, Trademarks, Copyrights and Licenses

Patents:

<u>United States Patent No.</u>	<u>Title</u>	<u>Issue Date</u>
D300,021	Transom Portion of a Boat	2/28/89
4,723,928	Outboard Engine Bracing System	2/9/88

Trademarks:

See attached listing dated June 30, 1999

Trade Names:

See Schedule 7.1.5

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA
STATE OF CONNECTICUT
COUNTY OF Fairfield

:
: SS Ridgefield
:

On this 13th day of August, 1999, before me personally appeared Lee H. Hummer
~~and~~ _____ to me known and being duly sworn, deposes and says that
s/he is the CHAUN S LEO of American Marine Holdings, Inc., the Borrower
corporation described in the foregoing Agreement; that s/he know the seal of the corporation; that
the seal so affixed to the Agreement is such corporate seal; that s/he signed the Agreement and
affixed the seal of the corporation thereto as such officer pursuant to the authority vested in
him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he
desires the same to be recorded as such.

Sandra P. Warner

Notary Public

SANDRA P. WARNER
NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 31, 2002

My Commission Expires: _____