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05-19-2000

U.S. Department of Commerce  
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TRADEMARK

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Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="706,228"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Stevan Lieberman

4/10/00

Name of Person Signing

Signature

Date Signed

TRADEMARK ASSIGNMENT

THIS AGREEMENT is made June 10, 1998 between Apache Marine, Inc., a Florida corporation whose principal place of business is 3161 NE 188th Street, North Miami Beach, Florida 33180 (hereinafter referred to as "Assignor"), and Apache Boats, Inc., a Florida corporation whose principle place of business is 3161 NE 188th Street, Miami, Florida 33180 (hereinafter referred to as "Assignee").

WHEREAS, Assignor is the owner of the following use based U.S. Trademark's currently registered with the United States Patent and Trademark Office:

Mark: APACHE Serial #706,228  
(hereinafter referred to as the "Assigned Trademark"); and

WHEREAS, pursuant to a previous agreement, Assignor did assign to Assignee the Assigned Trademark, together with the goodwill of the business pertaining thereto, and said assignment provided for the execution of further papers necessary to effect the actual transfer of the ASSIGNED TRADEMARK including a further formal Trademark Assignment(s); and

WHEREAS, it is necessary for the Assignor to execute such further papers to effectively and formally transfer the ASSIGNED TRADEMARK by recording the assignment in the appropriate Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with the actual transfer heretofore effected, said Assignor does hereby nunc pro tunc sell, assign, set over, and transfer to said Assignee, the entire right, title, and interest in and to the ASSIGNED TRADEMARK, and the U.S. Registration and any application therefor, together with the goodwill of the business pertaining thereto, the same and the rights of Assignor to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the end of the term or terms for which registration of the ASSIGNED TRADEMARK may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with all claims for damages by reason of past infringement of the ASSIGNED TRADEMARK with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or their legal representative.

AND, Assignors agrees, at the request of Assignee, to execute any further papers necessary to effect transfer of the ASSIGNED TRADEMARK including securing the execution of a formal Trademark Assignment as may be required for recordation in a form substantially as set forth herein of the ASSIGNED TRADEMARK; and to secure the Assignee in its full and complete enjoyment of its right to the ASSIGNED TRADEMARK.

IN TESTIMONY WHEREOF, Assignor has caused its name to be assigned and its seal to be affixed, by its duly authorized officer, this 10 day of JUNE, 1998.

Apache Marine, Inc.

By: 

A. Robert Saccenti, President