

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 13673.0001

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies):</p> <p>Outboard Marine Corporation</p> <p><input type="checkbox"/> Individuals <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State of Delaware <input type="checkbox"/> Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Genmar IP LLC 2900 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402-2100</p>
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<p>3. Nature of conveyance:</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>March 6, 2001</u></p>	<p><input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State of <input checked="" type="checkbox"/> Other: <u>Delaware Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be separate document from Assignment)</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or trademark number(s):

<p>A. Trademark Application No.(s)/ Mark(s)</p> <p>75/833338 SUNDOWNER 75/833339 HORIZON 75/837501 FUNSHIP</p>	<p>B. Trademark Reg. No.(s)/Mark(s)</p>
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Additional numbers attached? Yes No

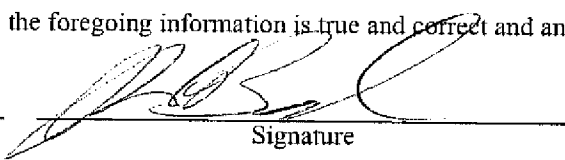
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: John L. Beard Address: MERCHANT & GOULD P.C. P.O. Box 2910 Minneapolis, MN 55402-0910</p>	<p>6. Total number of applications and trademarks involved: 3</p> <p>7. Total fee (37 CFR 3.41): \$90.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725</p>
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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.

John L. Beard
Name of Person Signing

 Signature

3/30/01 Date

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

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ASSIGNMENT OF UNITED STATES TRADEMARKS,

AND

UNITED STATES REGISTRATIONS
AND PENDING APPLICATIONS FOR REGISTRATION THEREOF

WHEREAS, OUTBOARD MARINE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 100 Sea Horse Drive, Waukegan, IL 60085-2195 ("ASSIGNOR"), acquired, adopted, and used, and thereby owns, all rights, title, and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," "Registrations," and "Applications," respectively), along with any goodwill associated therewith; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and between ASSIGNOR and JTC Acquisition LLC ("JTC"), a limited liability company organized and existing under the laws of the State of Delaware, on February __, 2001 (the "Asset Purchase Agreement"), ASSIGNOR has agreed to assign to JTC, or its designee, its entire rights, title, and interests in and to the Marks, Registrations, and Applications, along with any goodwill associated therewith (collectively referred to herein as the "Assigned Rights"); and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Assigned Rights, and the goodwill associated therewith, to JTC's designee, Genmar IP LLC, a limited liability company organized under the laws of the State of Delaware ("ASSIGNEE"), ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire rights, title, and interests in and to the Assigned Rights identified in Exhibit A, and the goodwill associated therewith, the same to vest in ASSIGNEE.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Trademark Office so as to establish ASSIGNEE as owner of record of the Assigned Rights in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE (other than reimbursement of out-of-pocket expenses which are reasonably incurred), to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in ASSIGNOR's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Assigned Rights is duly made of record in the United States.

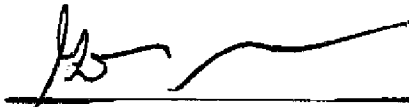
Notwithstanding anything to the contrary herein, ASSIGNOR makes no representation or warranties regarding the Assigned rights, except as and to the extent set forth in the Asset

Purchase Agreement. This Assignment is subject and subordinate to all of the terms and provision of the Asset Purchase Agreement, and in the event of any conflict between any term or provision hereof and any term or provision of the Asser Purchase Agreement, the latter shall control..

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

OUTBOARD MARINE CORPORATION ("ASSIGNOR")

Dated: March 6, 2001

By: 

Name: Gordon G. Repp

Title: Assistant Secretary

State of Illinois)
) SS
County of Lake)

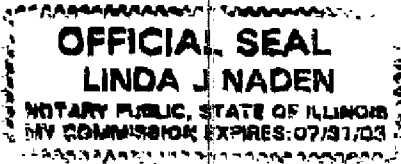
On this 6th day of March, 2000, before me,

Linda J. Naden, the undersigned Notary Public, personally appeared

personally known to me OR

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Linda J. Naden
Notary's Signature

MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
FISH AND WAKE	U.S.	76/110560 8/16/00		12	PENDING
HORIZON	U.S.	75/833339 10/27/99		12	PENDING
LANCER	U.S.	75/921366 2/16/00		12	PENDING
PROSERIES	U.S.	75/852680 11/18/99		12	PENDING (suspension letter mailed)
ROAMER	U.S.	75/921113 2/16/00		12	PENDING
STRATOS	U.S.	75/886420 1/4/00		22, 25, 39	PENDING
SUNDOWNER	U.S.	75/833338 10/27/99		12	PENDING
WAKE XPRESS	U.S.	76/110777 8/16/00		12	PENDING
CALAMARI	U.S.	75/919708 2/15/00		12	PUBLISHED 10/10/00
CONNIE	U.S.	75/920847 2/16/00		12	PUBLISHED 10/24/00
DESIGN ONLY	U.S.	76/047611 5/12/00		12	PUBLISHED 1/30/01
FUNSHIP	U.S.	75/837501 11/1/99		12	PUBLISHED (opposition pending)
LONG TRACK	U.S.	76/047336 5/12/00		12	PUBLISHED 2/6/01
SILHOUETTE	U.S.	75/810948		12	PUBLISHED

(*) in Status = Security Interest - First National Bank of Chicago