

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

05-04-2001



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

1. Name of conveying party(ies):

E&B Marine IHC II, Inc.

- Individual(s)
- General Partnership
- Corporation-State of California
- 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: December 27, 2000

2. Name and address of receiving party(ies)

Name: E&B Marine IHC I, Inc.

Internal Address:

Street Address: 500 Westridge Drive

City: Watsonville State: CA ZIP: 95076

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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 Registration number(s)

A. Trademark Application No.(s)

76/087,899

B. Trademark Registration No.(s)

| | | | | |
|-----------|-----------|-----------|-----------|-----------|
| 1,437,536 | 1,894,406 | 1,295,138 | 1,961,959 | 1,594,851 |
| 1,606,864 | 1,745,384 | 1,297,109 | 1,482,034 | 1,482,021 |
| 1,526,555 | 1,093,451 | 1,963,275 | 1,539,730 | 1,333,741 |
| | | | 1,496,575 | 1,197,992 |

Additional numbers attached? Yes No

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

Name: Mark I. Feldman

Internal Address:

Street Address: 203 North LaSalle Street

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 3.41).....\$465

- Enclosed
- Any additional fees are authorized to be charged to deposit account

8. Deposit account number:

18-2284

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

05/04/2001 DBYRNE 00000158 76087899

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 425.00 DP

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.

Mark I. Feldman

Name of Person Signing

Signature

5-1-01

Date

Total number of pages including cover sheet: _____

ASSIGNMENT AND CONVEYANCE AGREEMENT

WHEREAS, E&B MARINE IHC II, INC., a California corporation (“Assignor”), is the owner of all rights, title and interests in and to the U.S. Trademarks and Service Marks and common law marks, including but not limited to those set forth on Exhibit “A” attached hereto (the “Marks”), either directly or acquired by assignment pursuant to that certain Assignment and Conveyance Agreement effective August 13, 1997 between E&B Marine, Inc. (“E&B”), as assignor, and Assignor, as assignee;

WHEREAS, Assignor desires to transfer and assign to E&B MARINE IHC I, INC., a California corporation (“Assignee”), all of Assignor’s rights, title and interests in and to the Marks and all stationery, business cards, shipping documents and other specimens of trademark and service mark usage (Tangible Media);

WHEREAS, Assignor and Assignee agree that the Tangible Media has a value of one thousand dollars (\$1,000); and

WHEREAS, Assignor and Assignee agree that Assignee will assume all of Assignor’s rights, duties, and liabilities in connection with the Marks and Tangible Media (including those, if any, arising under that certain License Agreement effective as of August 13, 1997 between E&B and Assignor and that certain Assignment and Assumption Agreement effective as of August 13, 1999 between Assignee and E&B Marine LBC, Inc. (“E&BLBC”), each of which is being assigned to and assumed by Assignee contemporaneously herewith).

NOW, THEREFORE, in consideration of Assignee’s assumption of all of Assignor’s rights, duties, and liabilities in the Marks and Tangible Media, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, effective as of December 27, 2000, Assignor does hereby transfer and assign to said Assignee all of Assignor’s rights, title and interests in, to and under said Marks, including the goodwill of the business symbolized by the Marks, and the Tangible Media, together with all rights and privileges granted and secured thereby, including the right to sue and recover for any past infringement, said rights to be held and enjoyed by Assignee, for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and transfer had not been made.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Conveyance Agreement as of this 27th day of December, 2000.

ASSIGNOR:

WEST MARINE IHC II, INC.:

A California corporation

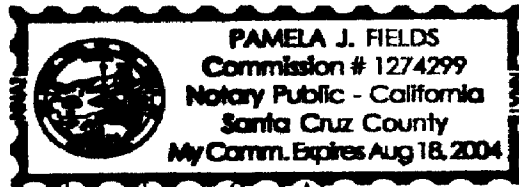
By: Russell Solt

Its: Chief Financial Officer

State of California)
) ss.
County of Santa Cruz)

On this 6th day of February, before me, Pamela J. Fields, notary public, personally appeared Russell Solt personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS my hand and official seal.
Pamela J. Fields
Signature of Notary Public



Place Notary Seal Above

ASSIGNEE:

WEST MARINE IHC I, INC.:

A California corporation

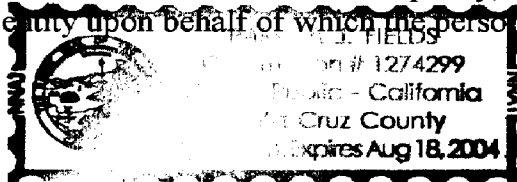
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WITNESS my hand and official seal.
Pamela J. Fields
Signature of Notary Public



Place Notary Seal Above

EXHIBIT "A"

| <u>COUNTRY</u> | <u>MARK</u> | <u>REG./APP. NO.</u> | <u>REG./APP. DATE</u> |
|-----------------------|-----------------------------------|-----------------------------|------------------------------|
| USA | 1-800-BOATING | 1437536 | April 21, 1987 |
| USA | Bliss Discount Marine | 1606864 | June 17, 1990 |
| USA | Blue Water And Design | 1526555 | February 28, 1989 |
| USA | Boatgear And Design | 1894406 | May 16, 1995 |
| USA | Bow T' Stern | 1745384 | January 12, 1993 |
| USA | E&B | 1093451 | June 13, 1978 |
| USA | E&B Marine | 1295138 | September 11, 1984 |
| USA | E&B Marine Logo | 1297109 | September 18, 1984 |
| USA | E&B Won't Be Beat | 1963275 | March 19, 1996 |
| USA | E&B Won't Be Beat (Stylized) | 1961959 | March 12, 1996 |
| USA | Flag Logo Design | 1482034 | March 22, 1988 |
| USA | North Atlantic Trading Company | 1539730 | May 16, 1989 |
| USA | Sea Ranger | 1496575 | July 19, 1988 |
| USA | SeaFit | 76/087899 | July 12, 2000 |
| USA | SeaFit | 1594851 | May 8, 1990 |

EXHIBIT "A" (Cont'd.)

| <u>Country</u> | <u>Mark</u> | <u>Reg./app. No.</u> | <u>Reg./App. Date</u> |
|-----------------------|---|-----------------------------|------------------------------|
| USA | Where America Buys Its Boating Supplies | 1482021 | March 22, 1988 |
| USA | Where Thousands Of Boaters Save Millions of Dollars | 1333741 | April 30, 1985 |
| USA | Yacht Club | 1197992 | June 15, 1982 |