



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.

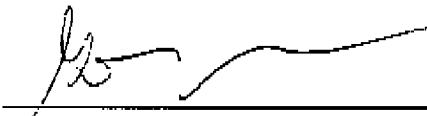
Notwithstanding anything to the contrary herein, ASSIGNOR makes no representation or warranties regarding the Assigned rights, except as and to the extent set forth in the Asset

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 Asset 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 6<sup>th</sup> day of March, <sup>2001</sup>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

MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
		9/29/99			4/25/00
CONTINENTAL	U.S.	73/591610 4/4/86	1413276 10/14/86	12	REGISTERED (see note *)
CORSAIR	U.S.	73/828567 9/29/89	1611988 9/4/90	12	REGISTERED (see note *)
CROWNE	U.S.	74/141063 2/21/91	1833771 5/3/94	12	REGISTERED (see note *)
DESIGN ONLY	U.S.	73/660216 5/11/87	1471376 1/5/88	12	REGISTERED (see note *)
DESIGN ONLY	U.S.	73/660215 5/11/87	1470599 12/29/87	12	REGISTERED (see note *)
EUROSPORT	U.S.	73/580881 2/3/86	1406665 8/26/86	12	REGISTERED (see note *)
FISHING MACHINE	U.S.	73/812769 7/17/89	1633952 2/5/91	12	REGISTERED (see note *)
FLING	U.S.	74/424168 8/13/93	1902166 6/27/95	12	REGISTERED (see note *)
FOUR WINNS	U.S.	73/660227 5/11/87	1468967 12/15/87	12	REGISTERED (see note *)
GRUMMAN & DESIGN	U.S.	74/582431 10/5/94	1923551 10/3/95	12	REGISTERED
HYDRA-SPORTS	U.S.	73/399868 10/12/82	1261657 12/20/83	12	REGISTERED (see note *)
JAMAICA	U.S.		1800075 10/19/93	12	REGISTERED
JAVELIN	U.S.	75/886444 1/4/00	2402221 11/7/00	25	REGISTERED
JAVELIN	U.S.	73/703498 12/30/87	1497623 7/26/88	12	REGISTERED (see note *)
JAVELIN A DIVISION OF	U.S.	73/790627 4/3/89	1565804 11/14/89	12	REGISTERED (see note *)

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MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
OMC & DESIGN					
LIBERATOR	U.S.	73/660217 5/11/87	1468966 12/15/87	12	REGISTERED (see note *)
LTS	U.S.	75/886729 1/4/00	2404366 11/14/00	12	REGISTERED
ROUGHNECK	U.S.	73/545440 6/28/85	1380317 01/28/86	12	REGISTERED (see note *)
SEAHORSE	U.S.	75/887215 1/4/00	2404371 11/14/00	12	REGISTERED
SEASWIRL	U.S.	75/886419 1/4/00	2404361 11/14/00	22, 25, 39	REGISTERED
SIZZLER	U.S.	74/482058 1/24/94	1873753 1/17/95	12	REGISTERED (see note *)
SPORT DECK	U.S.	74/311272 9/4/92	1988750 7/23/96	12	REGISTERED (see note *)
STABLE-VEE	U.S.	74/312921 9/10/92	1767392 4/27/93	12	REGISTERED (see note *)
STINGER	U.S.	74/311269 9/4/92	1860354 10/25/94	12, 19	REGISTERED (see note *)
STRATOS	U.S.	73/535584 5/3/85	1393959 5/20/86	12	REGISTERED (see note *)
STRIPER	U.S.	75/827874 10/20/99	2375474 8/8/00	12	REGISTERED
SUNCRUISER	U.S.	74/107232 10/19/90	1660731 10/15/91	12	REGISTERED (see note *)
TAHITI	U.S.	74/311271 9/4/92	1796949 10/5/93	12	REGISTERED (see note *)
TRINIDAD	U.S.	74/311286 9/4/92	1796650 10/5/93	12	REGISTERED (see note *)
VENOM	U.S.	75/851560 11/17/99	2393601 10/10/00	12, 19, 21, 23, 31, 35, 44	REGISTERED

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VENOM	U.S.	74/462934 11/24/93	1871033 1/3/95	7, 19, 23	REGISTERED
VERSAILLES	U.S.	75/853971 11/18/99	2383464 9/5/00	12	REGISTERED
VISTA	U.S.	75/834808 10/27/99	2381562 8/29/00	12	REGISTERED
WE TAKE THE WORLD BOATING	U.S.	75/398347 12/1/97	2225593 2/23/99	12	REGISTERED
YUKON	U.S.	75/887348 1/4/00	2404372 11/14/00	12	REGISTERED
ODYSSEY	U.S.	74/645699 3/10/95	1951414 1/23/96	12	REGISTERED (see note *)
LOWE	U.S.	73/824572 9/11/89	1603634 6/26/90	12	RENEWED (see note *)
SEA NYMPH	U.S.	73/004233 10/23/73	1006889 3/18/75	12	RENEWED (see note *)
SEASWIRL	U.S.	72/083095 10/12/59	0698900 6/7/60	12, 19	RENEWED (see note *)
TOPAZ	U.S.	73/0259237 8/12/74	1021025 9/23/75	12	RENEWED (see note *)
UNIFLITE	U.S.	72/047529 3/11/58	0688633 11/24/59	12	RENEWED (see note *)

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(see 17.6)