RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

FORM FTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) M&G 13673.43USO1

To the Commissioner of Patents and Trademarks: Please record	the attached original documents or copy thereof.
Name of conveying party(ies):	2. Name and address of receiving party(ics):
Outboard Marine Corporation	Genmar IP LLC 2900 IDS Center 80 South Eighth Street Minneapolis, Minnesota 55402
Individuals General Partnership Corporation-State of Delaware Other:	
Additional name(s) of conveying party(ies) attached? Yes No	
3. Nature of conveyance: Assignment Security Agreement Other: Merger Change of Name	Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of Other: Delaware Limited Liability Company
Execution Date: March 6, 2001	If assignce is not domiciled in the United States, a domestic representative designation is attached: Yes
	Additional name(s) & address(es) attached? Yes No
4. Application number(s) or trademark number(s):	
A. Trademark Application No.(s)/ Mark(s)	B. Trademark Reg. No.(s)/Mark(s)
	1796950 TRINIDAD
	ers attached? 🗖 Yes 🗵 No
5. Name and address of party to whom correspondence	6. Total number of applications and trademarks involved: 1
concerning document should be mailed: Name: John L. Beard	7. Total fee (37 CFR 3.41): \$40.00
Address: MERCHANT & GOULD P.C. P.O. Box 2910	Enclosed Authorized to be charged to deposit account
Minneapolis, MN 55402-0910	
	8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725
DO NOT	USE THIS SPACE.
	000 1110 01 701
9. Statement and signature:	
To the best of my knowledge and belief, the foregoing infor original document.	mation is true and correct and any attached copy is a true copy of the
John L. Beard	11/8/0/
Name of Person Signing	Signature Date
	Total number of pages including cover skeet, attachments, and document: 8
ALL MANUSCRIPTORY	
	detach this portion
Mail documents to be recorded with required cover sheet information to.	for Baraner and Tearlamante

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

<u>UNITED STATES REGISTRATIONS</u> 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 (0, 2001)

Bv:

Name: Gordon G. Repp

Title: Assistant Secretary

State of Illinois)	
State of <u>Illinois</u>) SS County of <u>Lake</u>)	
On this 6th day of March, 2000, before	e me,
Linda J. Naden	, the undersigned Notary Public, personally appeared
✓ personally known to me OR	
is/are subscribed to the within instrument in his/her/their authorized cap	satisfactory evidence to be the person(s) whose name(s) ent, and acknowledged to me that he/she/they executed the acity(ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the
instrument.	

OFFICIAL SEAL
LINDA J NADEN
MOTARY PUBLIC, STATE OF ILLIMON
MY COMMISSION EXPRES:07/21/23

WITNESS my hand and official seal.

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	PUBL,ISHED 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
		66/52/6			4/25/00
CONTINENTAL	U.S.	73/591610	1413276	12	REGISTERED
		4/4/86	10/14/86		(see note *)
CORSAIR	U.S.	73/828567	1611988	12	REGISTERED
Coomer	2	9/29/89	9/4/90		(see note *)
CKOWNE		74/141063	1833771	12	REGISTERED
DESIGN ONT W	5	2/21/91	5/3/94		(see note *)
DESIGN ONLY	U,S,	73/660216	1471376	12	REGISTERED
DEGLOVE OF THE		5/11/87	1/5/88		(see note *)
DESIGN ONLY	U.S.	73/660215	1470599	12	REGISTERED
THE COLD CALLET	3	5/11/87	12/29/87		(see note *)
EUKOSPOKI	C.S.	73/580881	1406665	12	REGISTERED
		2/3/86	8/26/86		(see note *)
FISHING	N.S.	73/812769	1633952	12	REGISTERED
MACHINE		7/17/89	2/5/91		(see note *)
FLING	U.S.	74/424168	1902166	12	REGISTERED
		8/13/93	6/27/95		(see note *)
FOUR WINNS	U.S.	73/660227	1468967	12	REGISTERED
		5/11/87	12/15/87		(see note *)
GRUMMAN &	U.S.	74/582431	1923551	12	REGISTERED
DESIGN		10/5/94	10/3/95		
HYDRA-SPORTS	U.S.	73/399868	1261657	12	REGISTERED
		10/12/82	12/20/83		(see note *)
JAMAICA	U.S.		1800075	12	REGISTERED
			10/19/93		
JAVELIN	U.S.	75/886444	2402221	25	REGISTERED
		1/4/00	11/7/00		
JAVELIN	U.S.	73/703498	1497623	12	REGISTERED
		12/30/87	7/26/88		(see note *)
JAVELIN Ą	U.S.	73/790627	1565804	12	REGISTERED
DIVISION OF		4/3/89	11/14/89		(see note *)

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

MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
OMC & DESIGN					
LIBERATOR	U.S.	73/660217	1468966	12	REGISTERED
		5/11/87	12/15/87		(see note *)
LTS	U.S.	75/886729	2404366	12	REGISTERED
1		1/4/00	11/14/00		
KOUGHNECK	U.S.	73/545440	1380317	12	REGISTERED
		6/28/85	01/28/86		(see note *)
SEAHORSE	U.S.	75/887215	2404371	12	REGISTERED
		1/4/00	11/14/00		
SEASWIRL	U.S.	75/886419	2404361	22, 25, 39	REGISTERED
		1/4/00	11/14/00		
SIZZLER	U.S.	74/482058	1873753	12	REGISTERED
		1/24/94	1/17/95		(see note *)
SPORT DECK	U.S.	74/311272	1988750	12	REGISTERED
		9/4/92	7/23/96		(see note *)
STABLE-VEE	U.S.	74/312921	1767392	12	REGISTERED
		9/10/92	4/27/93		(see note *)
STINGER	U.S.	74/311269	1860354	12, 19	REGISTERED
		9/4/92	10/25/94		(see note *)
STRATOS	U.S.	73/535584	1393959	12	REGISTERED
		5/3/85	5/20/86		(see note *)
STRIPER	U.S.	75/827874	2375474	12	REGISTERED
		10/20/99	00/8/8		
SUNCRUISER	U.S.	74/107232	1660731	12	REGISTERED
		10/19/90	10/15/91		(see note *)
TAHITI	U.S.	74/311271	1796949	12	REGISTERED
		9/4/92	10/5/93		(see note *)
TRINIDAD	U.S.	74/311286	1796 8 50	12	REGISTERED
	!	9/4/92	10/5/93		(see note *)
VENOM	U.S.	75/851560	2393601	12, 19, 21, 23, 31,	REGISTERED
		11/17/99	10/10/00	35, 44	

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

-08-01

MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/G00DS	STATUS
VENOM	U.S.	74/462934	1871033	7, 19, 23	REGISTERED
		11/24/93	1/3/95		
VERSAILLES	U.S.	75/853971	2383464	12	REGISTERED
		11/18/99	00/5/6		
VISTA	U.S.	75/834808	2381562	12	REGISTERED
		10/27/99	8/29/00		
WE TAKE THE	U.S.	75/398347	2225593	12	REGISTERED
WORLD		12/1/97	2/23/99		
BOATING					
YUKON	U.S.	75/887348	2404372	12	REGISTERED
		1/4/00	11/14/00		
ODYSSEY	U.S.	74/645699	1951414	12	REGISTERED
		3/10/95	1/23/96		(see note *)
LOWE	U.S.	73/824572	1603634	12	RENEWED
		9/11/89	6/26/90		(see note *)
SEA NYMPH	U.S.	73/004233	1006889	12	RENEWED
		10/23/73	3/18/75		(see note *)
SEASWIRT.	U.S.	72/083095	0068690	12, 19	RENEWED
		10/12/59	09/1/9		(see note *)
TOPAZ	11.8	73/0259237	1021025	12	RENEWED
	i :	8/12/74	9/23/75		(see note *)
THIEF ITE	11.8	72/047529	0688633	12	RENEWED
OIMITEILE	Ś	3/11/58	11/24/59		(see note *)
	_));			

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