

01-28-2002

FORM PATENT AND TRADEMARK OFFICE-1594



EET

U.S. DEPARTMENT OF

101960554

PATENT AND TRADEMARK OFFICE

TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS: PLEASE RECORD ATTACHED ORIGINAL DOCUMENTS OR COPY THEREOF

1. NAME OF CONVEYING PARTY(IES):

CC Marine Brand Acquisition, LLC 1-16-02

___ INDIVIDUAL(S) ___ ASSOCIATION
___ GENERAL PARTNERSHIP ___ LIMITED PARTNERSHIP
X CORPORATION-STATE OF DELAWARE
___ OTHER

ADDITIONAL NAME(S) OF CONVEYING PARTY(IES) ATTACHED? Yes X No

3. NATURE OF CONVEYANCE:

___ ASSIGNMENT ___ MERGER
X SECURITY AGREEMENT ___ CHANGE OF NAME
___ OTHER

EXECUTION DATE: Nov. 7, 2001

2. NAME AND ADDRESS OF RECEIVING PARTY(IES):
NAME:

BANCA ANTONIANA POPOLARE VENETA

INTERNAL ADDRESS:

STREET ADDRESS:

New York Branch
17 State Street - 21st Floor
New York, New York 10004

___ INDIVIDUAL(S) CITIZENSHIP
___ ASSOCIATION
___ GENERAL PARTNERSHIP
___ LIMITED PARTNERSHIP
___ CORPORATION-STATE OF
___ OTHER A FOREIGN BANKING CORPORATION INCORPORATED UNDER THE LAWS OF THE ITALIAN REPUBLIC.

IF ASSIGNEE IS NOT DOMICILED IN THE UNITED STATES, A DOMESTIC REPRESENTATIVE DESIGNATION IS ATTACHED ___ Yes ___ No

ADDITIONAL NAME(S) AND ADDRESS(ES) ATTACHED? Yes X No

4. APPLICATION NUMBER(S) OR REGISTRATION NUMBER(S):

A. TRADEMARK APPLICATION NO(S):

B. TRADEMARK REGISTRATION NO(S):

(See Attached Schedule A)

ADDITIONAL NUMBERS ATTACHED? X Yes ___ No

5. NAME AND ADDRESS OF PARTY TO WHOM CORRESPONDENCE CONCERNING DOCUMENT SHOULD BE MAILED:

NAME: Andrew C. Greenberg
INTERNAL ADDRESS: Carlton, Fields, et al.
STREET ADDRESS: P. O. Box 3239
Tampa, FL 33601-3239

6. TOTAL NUMBER OF APPLICATIONS AND REGISTRATIONS INVOLVED: 24

7. TOTAL FEE (37 CFR 3.41) \$ 615.00

X ENCLOSED

X AUTHORIZED TO BE CHARGED TO DEPOSIT ACCOUNT
NOTE: (ONLY IF AMOUNT ENCLOSED IS INCORRECT)

8. DEPOSIT ACCOUNT NUMBER:

03-0683

(ATTACH DUPLICATE COPY OF THIS PAGE IF PAYING BY DEPOSIT ACCOUNT)

DO NOT USE THIS SPACE

01/25/2002 DBYRNE 00000132 819803

01 FC:481
02 FC:482

40.00 OP
575.00 OP

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.

Andrew C. Greenberg

NAME OF PERSON SIGNING

SIGNATURE

DATE

12/7/01

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET: 2

SCHEDULE A
 Trademark Registration Nos.
 for Recordation Form Cover Sheet
 Recording of Security Agreement

	MARK	REG'N. NO.
1.	CAPRICE	819,803
2.	CAVALIER	770,646
3.	CCC	737,046
4.	CCC & Arrow Design	737,047
5.	CHRIS-CRAFT	747,479
6.	CHRIS-CRAFT	751,541
7.	CHRIS-CRAFT	779,402
8.	CHRIS-CRAFT	979,337
9.	CHRIS-CRAFT	737,045
10.	CHRIS-CRAFT	954,464
11.	CHRIS-CRAFT	1,226,313
12.	CHRIS-CRAFT and Design (B)	234,707
13.	CHRIS-CRAFT and Design (C)	774,868
14.	CHRIS CRAFT and Design (C)	1,231,039
15.	CHRIS CRAFT and Design (C)	1,255,601
16.	Emblem Design (D)	1,916,355
17.	COMMANDER	845,304
18.	CONSTELLATION	839,900
19.	CRUSADER	839,901
20.	LANCER	858,829

	MARK	REG'N. NO.
21.	ROAMER	841,952
22.	SEA SKIFF CHRIS CRAFT and Design	819,028
23.	THERMOCON-DEVELVO	754,573
24.	TRANSDRIVE	750,431

FORM OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the *IP Security Agreement*) dated November 7, 2001, is made by CC MARINE BRAND ACQUISITION LLC, a limited liability company organized under the law of the State of Delaware (the *Grantor*) in favor of BANCA ANTONIANA POPOLARE VENETA, NEW YORK BRANCH (the *Secured Party*).

WHEREAS, Chris Craft Marine Brand Acquisition Corporation, a corporation organized under the law of the State of Delaware, as Borrower; Woodrise Limited, a company duly organized under the law of the Isle of Man, as Parent; Chris Craft Property Acquisition LLC, a limited liability company duly formed under the law of the State of Delaware, as Property Guarantor; the Grantor, as Trademark Guarantor; and the Secured Party, as Lender, are parties to a Credit Agreement dated as of November 7, 2001 (the *Agreement*).

WHEREAS, as a condition precedent to entering into the Agreement and extending credit from time to time, the Grantor has executed and delivered that certain Security Agreement dated November 7, 2001, made by the Grantor to the Secured Party (as amended, amended and restated, supplemented or otherwise modified from time to time, the *Security Agreement*).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Secured Party for the benefit of the Secured Party, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

GRANT OF SECURITY

1. The Grantor hereby grants to the Secured Party for the benefit of the Secured Party a security interest in and to all of the Grantor's right, title and interest in and to the following (the *Collateral*):

- (i) the United States, international, and foreign patents and patent applications set forth in Schedule A hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the *Patents*);

- (ii) the United States and foreign trademark and service mark registrations and applications set forth in Schedule B hereto (the *Trademarks*);
- (iii) the copyrights and United States and foreign copyright registrations and applications set forth in Schedule C hereto (the *Copyrights*);
- (iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (v) any and all proceeds of the foregoing.

SECURITY FOR OBLIGATIONS

2. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

RECORDATION

3. The Grantor authorizes and requests that the the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

EXECUTION IN COUNTERPARTS

4. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

GRANTS, RIGHTS AND REMEDIES

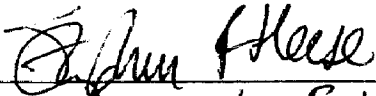
5. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

GOVERNING LAW

6. This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CC MARINE BRAND ACQUISITION LLC

By: 
Name: Stephen F Heese
Title: President

8161 15th Street East
Sarasota, Florida 34243

Telephone: 941-351-4900

Facsimile: 941-358-3722

Attention: Stephen Heese

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