

05-09-2002

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



ET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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Tab settings

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

1. Name of conveying party(ies): National Marine Manufacturers Association, Inc. 5-9-02

2. Name and address of receiving party(ies) Name: Harris Trust and Savings Bank Internal Address: Street Address: 111 West Monroe Street City: Chicago State: IL ZIP: 60603

3. Nature of conveyance: [X] Security Agreement [] Merger [] Change of Name Execution Date: May 3, 2002

4. Application number(s) or patent number(s): A. Trademark Application No.(s) See Shedule A-1

B. Trademark Registration No.(s) See Schedule A-1

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

RETURN TO: FEDERAL RESEARCH CORP 400 SEVENTH STREET NW SUITE 101 WASHINGTON DC 20004

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41) \$ 365.00 [] Enclosed [] Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

05/16/2002 6TON11 00000020 1238901 01 FC:481 40.00 OP 02 FC:482 325.00 OP

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.

Gregory T. Pealer Name of Person Signing

[Signature] Signature

May 3, 2002 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commilssioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231

1337102

TRADEMARK REEL: 002502 FRAME: 0054

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

Federal Trademark Registrations

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
NMMA (& DESIGN)	1,238,901	5/17/83
DISCOVER BOATING (& DESIGN)	2,469,842	7/17/01
MIAMI INTERNATIONAL BOAT SHOW	1,410,904	9/23/86
NEW YORK NATIONAL BOAT SHOW	1,531,162	3/21/89
NORWALK INTERNATIONAL IN-WATER BOAT SHOW	1,883,886	3/14/95
CHICAGO BOATS, SPORTS & RV SHOW	1,541,816	5/30/89
ST LOUIS BOAT & SPORTS SHOW	1,948,576	1/16/96
ATLANTA BOAT SHOW	1,428,679	2/10/87
CHESAPEAKE BAY BOAT SHOW	2,014,879	11/12/96
SAN DIEGO INTERNATIONAL BOAT SHOW	1,682,523	4/7/92
NEW ORLEANS BOAT SHOW	1,529,970	3/14/89
NASHVILLE BOAT & SPORTS SHOW	1,535,990	4/18/89

Pending Federal Trademark Application

<u>Mark</u>	<u>Serial No.</u>	<u>File Date</u>
LOUISVILLE SPORT, BOAT, RV & VACATION SHOW	76291028	7/27/01

Pending Federal Trademark Assignment

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
ATLANTIC CITY INTERNATIONAL POWER BOAT SHOW (Assigned from Montana Group, Inc. to the Borrower on May 3, 2002; assignment recordation pending.)	2,093,811	9/2/97

TRADEMARK COLLATERAL AGREEMENT

This 3rd day of May, 2002, National Marine Manufacturers Association, Inc., a Delaware nonstock corporation ("*Debtor*") with its principal place of business and mailing address at 200 East Randolph Drive, Suite 5100, Chicago, Illinois 60601, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration, in each case together with the right to sue for and collect said damages;

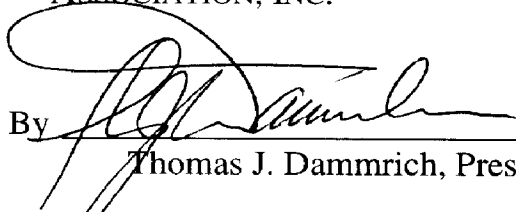
to secure performance of all Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith between Debtor and Secured Party (such Security Agreement as the same may be amended, modified or restated from time to time, hereinafter referred to as the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

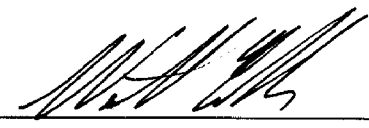
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NATIONAL MARINE MANUFACTURERS
ASSOCIATION, INC.

By 
Thomas J. Dammrich, President

Accepted and agreed to in Chicago, Illinois as of the date and year first above written.

HARRIS TRUST AND SAVINGS BANK

By 
William C. Cella, Vice President