

AUG-22-02 11:14AM FROM-Merchant & Gould

08/22/2002

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T-014 P.001/008 F-088

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

M&G 12973.0-00-02-14

9/23/02

RECORD INFORMATION TRADEMARKS ONL

09-27-2002

MEMBER mark OFFICE



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To the Commissioner of Patents and Trademarks: Please record this attached as:

1. Name of conveying party(ies):

Charles W. Risko, Operating Trustee for the Bankruptcy Estate of Champion Boats, Inc.

2. Name and

Champion Acquisition Co., Inc. 2900 IDS Center 80 South 8th Street Minneapolis, Minnesota 55402-2100

- Individuals, General Partnership, Corporation-State of Arkansas, Association, Limited Partnership, 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, General Partnership, Corporation-State of Delaware, Other:

- Association, Limited Partnership

Execution Date: February, 2002

effective March 21, 2002

If assignment is not domiciled in the United States, a domestic representative designation is attached: Yes No

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)

CHAMPION - Reg. No. 1,378,030 TOURNAMENT OF CHAMPIONS - Reg. No. 1,418,663

Additional numbers attached? Yes No

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

Name: John L. Beard, Esq. Address: MERCHANT & GOULD P.C. P.O. Box 2910 Minneapolis, MN 55402-0910

6. Total number of applications and trademarks involved: 2

7. Total fee (37 CFR 3.41): \$65.00 Enclosed Authorized to be charged to deposit account

8. Please charge any additional fees or credit any overpayments to our Deposit account number: 13-2725

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.

John L. Beard Name of Person Signing

Signature

August 22, 2002 Date

Total number of pages including cover sheet, assignments, and documents: 3

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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 re-viewing 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, PCL-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT (the "Assignment") is made and delivered as of February \_\_\_\_, 2002 by:

Charles W. Riha, Operating Trustee for the  
Bankruptcy Estate of Champion Boats, Inc.  
an Arkansas corporation

\_\_\_\_\_  
("Assignor")

in favor of:

Champion Acquisition Co., Inc.,  
a Delaware corporation

\_\_\_\_\_  
(the "Assignee").

WHEREAS, Assignee and Assignor have entered into that certain Asset Acquisition Agreement dated February \_\_\_\_, 2002 (the "Asset Agreement"), wherein Assignor agreed to sell, transfer, and assign to Assignee certain assets of Assignor, including but not limited to the general intangibles of Assignor listed on Schedule A attached hereto and incorporated herein by reference.

NOW THEREFORE, Assignor, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DOES HEREBY** irrevocably and unconditionally grant, sell, bargain, assign, transfer, convey and deliver to Assignee good and valid title, and all right, title and interest in free and clear of all Encumbrances (as defined in the Asset Agreement), in and to all patents, patent applications, inventions and discoveries that may be patentable ("Patents"), along with the right to sue for past infringement and any and all applications for patents therefor in any and all countries, including all divisions, reissues, continuations and extensions thereof; all trademarks service marks, trade dress, logos, trade names, and corporate names ("Trademarks"), registered or unregistered, together with all translations, adaptations, derivations, and combinations thereof, and any and all trademark applications therefor in any and all countries, together with the goodwill of the business symbolized by said Trademarks and trademark applications, including any and all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or name pertaining to said Trademarks; all copyrights, registered or unregistered, and all worldwide right, title and interest thereto, including any and all moments of discussions, presentations, embodiments and/or forms thereof; trade secrets; unpublished research and development information; unpublished inventions; technical data; and know-how related to Assignor's business, Assignor's Patents, and/or the research, development, design, manufacture, distribution, sale, transfer and use of the products or services produced or sold by the Assignor; any and all domain name registrations, web sites and Assignor's rights therein, the same to be held and enjoyed by Assignee and for the use and benefit of its successors and assigns as fully and entirely as the same would have been held by Assignor had such sale, assignment and transfer not have been made, described on Schedule A.

TO HAVE AND TO HOLD the Intangible Personal Property, with all of the rights and appurtenances thereto belonging unto Assignee, for itself, its successors and assigns for their own use and behalf forever.

To the extent that any Intangible Personal Property is not assignable without the consent of, or notice to, any other party, or that assignment thereof would constitute a breach or violation of any contractual or legal requirement, this Assignment shall not operate as an assignment thereof until and unless such applicable consent, notice or other requirement is satisfied, at which time such Intangible Personal Property shall automatically be assigned to Assignee hereby. Assignor shall use all reasonable efforts to obtain all necessary consents of such persons to the assignment of any such Intangible Personal Property. If the required consent of any person to the assignment of any Intangible Personal Property cannot be obtained, or if any attempted assignment of any Intangible Personal Property would be ineffective or would adversely affect, as applicable, the Assignor's rights thereunder so that Assignee would not in fact receive all such rights, Assignor shall cooperate in any arrangement Assignee may reasonably request to provide for Assignee the benefit of any such Intangible Personal Property, including enforcement for the benefit of Assignee of any and all of the Assignor's rights against any other party thereto arising out of the breach or cancellation thereof by such party or otherwise.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Assignor covenants that Assignor will do, execute and deliver, or will cause to be done, executed and delivered, all such further reasonable acts, transfers, assignments and conveyances, powers of attorney and assurances, for the better assuring, conveying and confirming unto Assignee, the entire right, title and interest in the Intangible Personal Property hereby sold, transferred, assigned, and conveyed as Assignee may reasonably require.

This Assignment and covenants and agreements herein contained shall inure to the benefit of Assignee, its successors and assigns, and shall be binding upon Assignor, his successors and assigns.

This Assignment shall be governed by and construed in accordance with the internal laws of the State of Missouri.

IN WITNESS WHEREOF, intending to be legally bound hereby, Assignor has executed and delivered this Assignment as of the day and year first above written.

"ASSIGNOR"

*Charles W. Risk*

Charles W. Risk  
Solely in his capacity as Operating Trustee for the  
Bankruptcy Estate of Champion Boats, Inc. and  
not individually

CHAMPION BOATS, INC.

~~By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_~~

"ASSIGNEE"

CHAMPION ACQUISITION CO., INC.

*Roger R. Johnson II*  
By: \_\_\_\_\_  
Name: Roger R. Johnson II  
Title: VP

Champion Boats 196  
Reg. No. DVH 0058  
Registered: May 22, 2001

**Schedule A of Intellectual Property Assignment****Trademark Registrations****CHAMPION**

Reg. No. 1,378,030

Registered: January 14, 1986

Renewal due: January 14, 2006

**TOURNAMENT OF CHAMPIONS**

Reg. No. 1,418,663

Registered: November 25, 1986

Renewal due: November 25, 2006

**Common Law Trademarks****CHAMPION BOATS****BACK COUNTRY BOATS****CHAMPION  
BOATS****Domain Name Registrations****CHAMPIONBOATS.COM**

Registered: May 23, 1996

Renewal due: May 24, 2003

**BACKCOUNTRYBOATS.COM**

Registered: August 10, 1999

Expired: August 10, 2001

(may have been removed but is not reflected on database yet)

**Copyright Registrations*****Vessel Hull Design Registrations:***

Champion Boats 206

Reg. No. DVE 0057

Registered: May 22, 2001