10-08-2002

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Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RECORD TRADEMARKS ONLY

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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):
Wood Manufacturing Company, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State Arkansas
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation, as Agent
Internal Address:
Street Address: 201 High Ridge Road
City: Stamford State: CT Zip: 06927-5100

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☑ No

3. Nature of conveyance:
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other
Execution Date: 9/30/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) See Continuation of Item 4 attached hereto.
B. Trademark Registration No.(s) See Continuation of Item 4 attached hereto.
Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Linda R. Kastner
Internal Address: c/o Latham & Watkins
Suite 5800, Sears Tower
Street Address: 233 S. Wacker Drive
City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41).....$ 415.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.
Linda R. Kastner — Name of Person Signing
Linda R. Kastner — Signature
10/7/02 — Date

Total number of pages including cover sheet, attachments, and document: 7

10/08/2002 DBYRNE 00000167 1130826
01 FC:481 40.00 OP
02 FC:482 375.00 OP

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

10-8-02

CONTINUATION OF ITEM 4

REG. NO.

1130826
2137276
2321755
2438065
1135100
2588389
2083193
2474992
2479578
902091
1417385
2409429
1128240

APP. NO.

76/224015
76/301526
76/342249

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2002, by WOOD MANUFACTURING COMPANY, INC., an Arkansas corporation ("Grantor"), in favor of GENERAL ELECTRIC CORPORATION, a Delaware Corporation, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

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

WOOD MANUFACTURING COMPANY, INC.

By: _____
Name: MARK PETERS
Title: VICE PRESIDENT

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: GLENN CAMPBELL
Title: DULY AUTHORIZED SIGNATORY

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
DESIGN (APACHE STRIPE DESIGN)	1130826	02/12/1980
CAYMAN	2137276	02/17/1998
COMANCHE	2321755	02/22/2000
CLOSE TO THE CUSTOMER AND DES.	2438065	03/27/2001
RANGER	1135100	05/13/1980
RITE TRACK KEEL & DESIGN	2588389	07/02/2002
COOL HUB	2083193	07/29/1997
RANGER	2474992	08/07/2001
CLOSE TO THE CUSTOMER	2479578	08/21/2001
RANGER	902091	11/10/1970
DESIGN (COMANCHE STRIPE DES.)	1417385	11/18/1986
BAY RANGER	2409429	11/28/2000
RANGER TRAIL	1128240	12/25/1979

TRADEMARK APPLICATIONS

MARK	APP. NO.	APP. DATE
BOAT ANGLER AND DESIGN	76/224015	03/13/2001
RITE-TRACK KEEL	76/301526	08/20/2001
PRO-STOW	76/342249	11/27/2001

TRADEMARK LICENSE AGREEMENTS

License Agreement by and between E LITE, INC. and WOOD MANUFACTURING COMPANY, INC. dated April 24, 2001.

License Letter Agreement between SIERRA ON-LINE, INC. and RANGER BOATS (WOOD MANUFACTURING) dated March 8, 2000.

Toy Boat License Agreement by and between NIKKO AMERICA INC. and WOOD MANUFACTURING COMPANY, INC. dated November 1, 2000.

Trademark License and Royalty Agreement between WOOD MANUFACTURING COMPANY, INC., GENMAR HOLDINGS, INC., ALTERSCALE and CREATIVE MASTER SPECIAL HOLDINGS, LTD. dated July 19, 1999.