

FORM PTO-1594
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
M&G 9926.36USLA-kjh

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Carver Boat Corporation, L.L.C.

Individuals Association
 General Partnership Limited Partnership
 Corporation-State of
 Other: Delaware limited liability company

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

2. Name and address of receiving party(ies):

Carver Industries, L.L.C.
80 South Eighth Street
2900 IDS Center
Minneapolis, Minnesota 55402

Individual(s) citizenship Association
 General Partnership Limited Partnership
 Corporation-State of
 Other: Delaware limited liability company

If assignee is not domiciled in the United States, a domestic representative designation is attached:
 Yes No
 (Designations must be 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: January 1, 2003

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s)/ Mark(s)
see attached Exhibit A

B. Trademark Reg. No.(s)/Mark(s)
see attached Exhibit A

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: 9

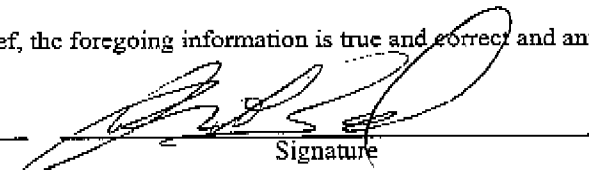
7. Total fee (37 CFR 3.41): \$240.00
 Enclosed
 Authorized to be charged to deposit account

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  February 20, 2003
 Name of Person Signing Signature Date

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

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 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.

**EXHIBIT A
TO
CARVER BOAT CORPORATION, L.L.C.
ASSIGNMENT OF TRADEMARKS
TO
CARVER INDUSTRIES, L.L.C.**

M&G #	Owner	Mark	Status	Ser. No.	App. Date	Reg. No.	Reg. Date
09926.0001US01	Carver Boat Corporation, L.L.C.	CARVER	Registered	74/574825	09/16/1994	1938254	11/28/1995
09926.0002US01	Carver Boat Corporation, L.L.C.	TROJAN	Registered	72/099972	06/02/1981	712059	03/07/1961
09926.0006US01	Carver Boat Corporation, L.L.C.	HELMET Design	Registered	72/436649	09/25/1972	976282	01/08/1974
09926.0007US01	Carver Boat Corporation, L.L.C.	SANTEGO	Registered	74/588048	10/20/1994	1923554	10/03/1995
09926.0008US01	Carver Boat Corporation, L.L.C.	VOYAGER	Registered	74/588047	10/20/1994	2192937	10/06/1998
09926.0008US02	Carver Boat Corporation, L.L.C.	VOYAGER	Registered	73/821554	08/25/1989	1590688	04/10/1990
09926.0019US01	Carver Boat Corporation, L.L.C.	MISCELLANEOUS DESIGN (CARVER)	Registered	76/125032	09/08/2000	2603751	08/06/2002
09926.0022US01	Carver Boat Corporation, L.L.C.	NUVARI	Filed	78/136931	06/19/2002		
09926.0023US01	Carver Boat Corporation, L.L.C.	WAYPOINTS	Filed	78/187008	11/20/2002		

CARVER BOAT CORPORATION, L.L.C.**ASSIGNMENT OF TRADEMARKS**

THIS ASSIGNMENT is from **Carver Boat Corporation, L.L.C.** (hereinafter "**Assignor**"), a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 790 Markham Drive, Pulaski WI 54162 to **Carver Industries, L.L.C.** (hereinafter "**Assignee**"), a limited liability company organized and existing under the laws of the State of Delaware and having a place of business at 80 South Eighth Street, 2900 IDS Center, Minneapolis, MN 55402.

RECITALS

WHEREAS, Assignor is the owner of record of the U.S. trademarks, listed on **Exhibit A**, including the goodwill associated therewith; and

WHEREAS, the parties desire that Assignee own the entire right, title and interest in and to the trademarks listed on **Exhibit A** attached hereto, including the goodwill associated therewith.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid to Assignor by Assignee, receipt of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the trademarks identified in **Exhibit A** attached hereto, along with the goodwill associated therewith, and further including the right to sue and recover for past damages, said Assignment to be effective as of January 1, 2003.


Assignor hereby agrees that Assignee shall have the right to record this instrument of Assignment in the United States Patent and Trademark Office so as to establish Assignee as the owner of record of the applied for and registered trademarks as listed in **Exhibit A**.

Assignor further agrees, at the request of the Assignee and without charge or cost to Assignee, to 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 to 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 trademark applications and registrations is duly made of record in the United States.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below, to be effective January 1, 2003.

CARVER BOAT CORPORATION, L.L.C.

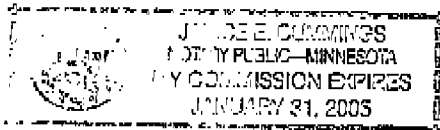
Dated: January 2, 2003

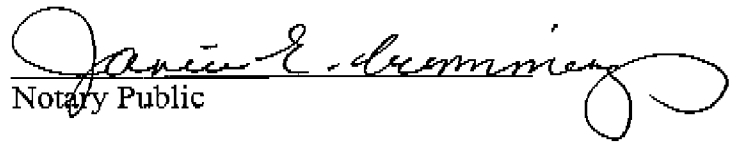
By: 
Roger R. Cloutier, II
Its Vice President and Secretary

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

On this 2nd day of January, 2003, before me personally appeared Roger R. Cloutier, II, to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.

[SEAL]




Notary Public

