

Form PTO-1564
08/31/92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

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

1. Name of conveying party(ies):
LA MONTAGNE INVESTMENTS, INC.

Corporation - Wyoming
 Individual(s)
 Limited Liability Company
 Other

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

2. Name and address of receiving party(ies):
BOAT AMERICA CORPORATION
880 South Pickett Street
Alexandria, Virginia 22304

Limited Liability Company
 Individual(s)
 Public Limited Liability Company
 Corporation - Virginia

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 names(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Change of Name
 Security Agreement
 Assignment
 Merger

Execution Date: September 17, 2003

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark registration No.(s):
1,758,784
1,651,048
1,938,298

Additional numbers attached? Yes No

5. Name and Address of party for correspondence to be mailed:
 Name: **Mark B. Harrison, Esq.**
 Internal Address: **Venable, LLP**
 Street Address: **P.O. Box 34385**
Washington, D.C. 20043

6. Total number of applications involved: 3


7. Total fee (37 CFR 3.41) **\$90.00**

Authorization is granted to deduct the above-referenced fee from our Deposit Account.

8. Deposit account number: **22-0261**

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.

Mark B. Harrison, Esq.  October 3, 2003
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

31322-192176

CH \$90.00 220261 1938298

Execution CopyTRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into, effective for all purposes and in all respects as of the 15th day of September, 2003 by and between (i) LA MONTAGNE INVESTMENTS, INC., a Wyoming corporation ("*Assignor*"), and (ii) BOAT AMERICA CORPORATION, a Virginia corporation (hereinafter referred to as "*Assignee*").

WHEREAS, Assignor is the owner of those certain trademarks set forth on Exhibit A attached hereto (the "*Marks*"); and

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Marks worldwide; and

WHEREAS, Assignor is willing to assign to Assignee, all right, title and interest in and to the Marks worldwide.

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

A. Assignor hereby assigns, transfers and sells to Assignee all worldwide rights, title, and interest in and to the Marks, including all common law rights, federal rights, including those associated with the Marks including trade name rights, and the goodwill associated therewith.

B. Assignor further assigns to Assignee the right to sue for past infringement and to recover and hold all damages and profits arising from the Mark.

C. Assignor shall not attempt to register hereinafter any corporate name, trademark and/or domain name incorporating any of the following terms "Vessel Assist", "VA" or "VAAA" or any phonetic variants thereof.

D. Assignor further warrants that, upon the request of Assignee, it will execute all papers, make all rightful oaths, testify on behalf of Assignee, furnish such documents, materials, information and/or assistance, and do all other lawful acts necessary to perfect the assignment of the Mark to Assignee and otherwise carry out the intent of this Agreement.

E. This Assignment shall be binding upon Assignor, Assignor's stockholders, officers, directors, legal representatives, successors and assigns, and upon all others acting by, through, with or under Assignor's direction or control, and all those in privity therewith.

F. This Assignment constitutes the entire agreement between the parties into which all prior agreements and negotiations are incorporated herein, and it supersedes any prior agreements.

Executed at Norport Beach, this 17th day of September, 2003.

La Montagne Investments, Inc.

By: [Signature]
Name: David LaMontagne
Title: President

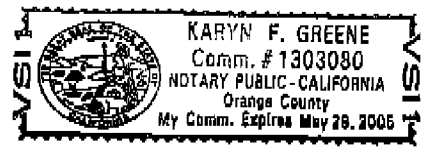
STATE OF)
) SS:
COUNTY OF)

On September 17, 2003, before me, Karyn E. Greene, personally appeared David LaMontagne President of La Montagne Investments, Inc., personally known to me (or provided to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

[Signature]
Notary Public
My Commission Expires: 5-29-2005



Execution Copy

EXHIBIT A

[List of Marks]

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|----------------------------------|-------------------------|--------------------------|
| Vessel Assist | 1758784 | March 16, 1993 |
| Compass Rose Design with "VAAA" | 1651048 | July 16, 1991 |
| Boat Design with "Vessel Assist" | 1938298 | November 28, 1995 |