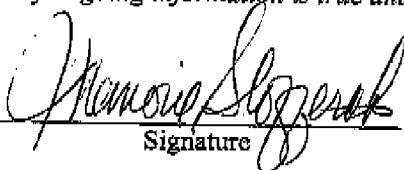


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Suntrust Bank <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>Georgia</u> <input type="checkbox"/> Other _____		2. Name and address of receiving party(ies): Name: Hydrodyne Ski Boats, LLC Internal Address: Street Address: 2556 West 16th Street City: Merced State: CA Zip: 95348 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Colorado Limited Liability Company</u>			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment.) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>9/22/2003</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s)		B. Trademark Registration No.(s) <u>1,721,749</u> Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Spencer Harmon Stites & Harbison 323 East Court Avenue Jeffersonville, IN 47130		6. Total number of applications and registrations involved: 1 7. Total fee (37 CFR 3.41) \$40 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>502752</u> (Attach duplicate copy of this page if paying by deposit account.)			
DO NOT USE THIS SPACE					
9. Statement and signature. <i>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.</i>					
<u>Memorie Stofferahn</u> Name of Person Signing		 Signature		<u>October 3, 2003</u> Date	
Total number of pages including cover sheet, attachments, and document: <u>3</u>					

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

**ASSIGNMENT OF LOAN DOCUMENTS
AND SECURITY INTEREST**

THIS ASSIGNMENT OF LOAN DOCUMENTS AND SECURITY INTEREST ("Assignment") effective as of the 19th day of September, 2003, is made by and between SUNTRUST BANK, 7455 Chancellor Drive, Orlando, Florida 22809 ("Suntrust") and HYDRODYNE SKI BOATS, LLC, a Colorado Limited Liability Company ("Hydrodyne").

Recitals

A. Suntrust is the holder of certain Loan Documents (hereinafter defined) assigned to it by The Huntington National Bank ("Huntington") wherein Packard, Inc. is the Debtor. Those Loan Documents are:

(i) Business Credit Line Agreement executed by Packard, Inc. in favor of Huntington dated August 2, 2001;

(ii) Commercial Security Agreement dated August 2, 2001 executed by Packard, Inc. in favor of Huntington to secure the indebtedness evidenced by the Business Credit Line Agreement; and

(iii) Financing Statement filed with the Florida Secured Transaction Registry showing Huntington as the Secured Party and Packard, Inc. as the Debtor bearing file number 200100178172, which Financing Statement was amended to show the assignment of Huntington's security interest to Suntrust. The Amendment bears file number 20020138792X.

(iv) Financing Statements filed with the Kentucky Secretary of State, and the Indiana Secretary of State showing Suntrust as the Creditor and Packard, Inc. as the Debtor, bearing file numbers 2003-1952107-40 and 200300008074892 respectively.

The Business Credit Line Agreement, Commercial Security Agreement, Florida Financing Statement and Florida Amended Financing Statement, Kentucky Financing Statement and Indiana Financing Statement are collectively referred to herein as the "Loan Documents".

B. Packard, Inc. is in default under the terms and conditions of the Loan Documents. Packard, Inc. is indebted to Suntrust in the amount \$53,621.07 as of August 28, 2003, which includes principal, interest and late charges (the "Indebtedness"). Interest is accruing at \$9.165 per diem.

C. Hydrodyne is desirous of purchasing the Loan Documents evidencing the indebtedness of Packard, Inc. and the security interest held by Suntrust, and Suntrust is willing to sell the Loan Documents and its security interest upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of \$5,500 paid by Hydrodyne to Suntrust, the receipt and sufficiency of which is hereby acknowledged by Suntrust, IT IS AGREED:

1. Suntrust hereby conveys and transfers to Hydrodyne all of its right, title and interest in and to the Loan Documents and the security interest created thereby in the assets of Packard, Inc.

2. The conveyance of Suntrust of the Loan Documents is a full and absolute assignment with Hydrodyne to have all of the rights and remedies of Suntrust under the Loan Documents.

3. The Loan Documents and security interest are transferred by Suntrust WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. Suntrust does warrant that it has the right to convey and transfer the Loan Documents and security interest, that no prior assignments of the Loan Documents or releases of the Indebtedness evidenced by the Loan Documents have been given by Suntrust, and the Loan Documents are all of the documents evidencing the Indebtedness.

4. Suntrust agrees to execute any and all documentation necessary to effect the transfer of the Loan Documents and security interest, including but not limited to, an Amendment to Financing Statement reflecting said assignment.

5. This Agreement may be executed by both parties in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Assignment on the dates shown next to their signatures but effective as of the date first written above.

SEP 19 2003

Date

SUNTRUST BANK

BY: 

TITLE: Vice President

HYDRODYNE SKI BOATS, LLC

BY: 

KIP FULLER, MANAGING MEMBER

Date