1/14/04

Form PTO-1594
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Tab settings ⇨⇨⇨ ▼

01-15-2004

102614545

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):

Genmar Industries, Inc.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other Delaware

Additional name(s) of conveying party(ies) attached? [ ] Yes [x] 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: Chicago State: IL Zip: 60606

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State DE
- [ ] 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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 12/23/03

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

A. Trademark Application No.(s) See Schedule A attached hereto.

B. Trademark Registration No.(s) See Schedule A attached hereto.

Additional number(s) attached [x] Yes [ ] No

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

Name: Michelle K. Manzo

Internal Address: c/o Latham & Watkins LLP

Suite 5800, Sears Tower

Street Address: 233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 20

7. Total fee (37 CFR 3.41).....$ 515.00

- [x] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michelle K. Manzo
Name of Person Signing

Michelle K. Manzo
Signature

1/13/04
Date

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

01/15/2004 LMUELLER 00000068 2453723
01 FC:8521 40.00 OP
02 FC:8522 475.00 OP
03 FC:8523 120.00 OP

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

SCHEDULE A

TRADEMARK REGISTRATIONS

MARK	REG. NO.	REG. DATE
MISCELLANEOUS DESIGN	2453723	05/22/2001
NOVA (STYLIZED)	2485882	09/0/42001
NOVA	1303599	11/06/1984
RUNABOUTS DONE RIGHT	2156296	05/12/1998

TRADEMARK APPLICATIONS

MARK	APP. NO.	APP. DATE
FIRSTMATE PLUS	78/181677	11/05/2002
GENMAR WOMEN ON WATER	78/224106	03/11/2003
WOMEN ON WATER	78/224112	03/11/2003
TRAILERMATE	78/256189	05/30/2003
GENMAR TRAILERMATE	78/256231	05/30/2003
MAKING WAVES-BOATING CLASSES	78/255764	05/29/2003
HELPING YOU TAKE THE HELM	78/255768	05/29/2003
WOMEN MAKING WAVES	78/254773	05/29/2003
WOMEN MAKING WAVES AND DESIGN	78/284772	08/08/2003
WOMEN MAKING WAVES (STYLIZED)	78/287415	08/14/2003
GENMAR	78/337162	12/05/2003
WELLCRAFT	78/272460	07/10/2003
WELLCRAFT WORLD CLASS EXCITEMENT	78/181670	11/05/2002
COASTAL	78/273085	07/11/2003
WINDSOR CRAFT AND DESIGN	78/286690	08/13/2003
GLASTRON	78/337143	12/05/2003

AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of December 23, 2003 is entered into between GENMAR INDUSTRIES, INC. ("Grantor") and General Electric Capital Corporation, as Agent ("Agent").

W I T N E S S E T H:

WHEREAS, the parties hereto are parties to that certain Trademark Security Agreement dated as of September 30, 2002 (the "Existing Trademark Security Agreement") which was filed with the United States Patent and Trademark Office on October 8, 2002 at Reel 002588, Frame 0364. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Existing Trademark Security Agreement.

WHEREAS, Grantor desires to amend the Existing Trademark Security Agreement to reflect the addition of certain Collateral listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained and other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

1. Amendment to Existing Trademark Security Agreement. "Schedule A to Trademark Security Agreement" appended to the Existing Trademark Security Agreement is hereby amended by adding the Collateral listed on Schedule A attached hereto.

2. Absence of Waiver or Setoff.

2.1. No Waiver. Agent and Grantor agree that the amendment set forth in Section 1 hereof shall be limited precisely as written and except as expressly set forth in Section 1 of this Amendment, shall not be deemed to be a consent to any waiver or modification of any other term or condition of the Existing Trademark Security Agreement or any other Financing Agreement.

2.2. Acknowledgment of Liabilities. Grantor acknowledges and agrees that there is no defense, setoff or counterclaim of any kind, nature or description to the Obligations or the payment thereof when due.

3. Representations. Grantor hereby represents and warrants to Agent that:

(i) Grantor is a corporation duly organized, validly existing, and in good standing under the laws of the state of its incorporation; and

(ii) this Amendment is a legal, valid, and binding obligation of Grantor, enforceable against Grantor in accordance with its terms.

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

4. Miscellaneous.

(i) Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of this Amendment.

(ii) This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement.

(iii) This Amendment shall be a contract made under and governed by the laws of the State of Illinois, without giving effect to principles of conflicts of laws.

(iv) All obligations of Grantor and rights of Agent that are expressed herein, shall be in addition to and not in limitation of those provided by applicable law.

(v) Whenever possible, each provision of this Amendment shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Amendment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Amendment.

(vi) This Amendment shall be binding upon Grantor and Agent and their respective successors and assigns, and shall inure to the benefit of Grantor and Agent and the successors and assigns of Agent.

[signature page follows]

TRADEMARK
REEL: 002778 FRAME: 0770

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GENMAR INDUSTRIES, INC., a Delaware corporation

By: _____
Name: Roger R. Cloutier
Title: Vice President

GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, a Delaware corporation

By: _____
Name: _____
Title: _____

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

GENMAR INDUSTRIES, INC., a Delaware corporation

By:_____
Name:_____
Title:_____

GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, a Delaware corporation

By: Glenn Campbell
Name: Glenn Campbell
Title: Duly Authorized Signatory

[Signature Page to Amendment No. 1 to Trademark Security Agreement]

SCHEDULE A

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