

11-14-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇄⇄⇄ ▼



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102600470 ▼

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

1. Name of conveying party(ies): 11-12-03
MarineMax, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State DE
 Other _____

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

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

Execution Date: 1/1/99

2. Name and address of receiving party(ies)
Name: MarineMax USA, Inc.
Internal Address: Suite 499
Street Address: 18167 U.S. 19 North
City: Clearwater State: FL Zip: 33764

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Nevada
 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

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

B. Trademark Registration No.(s)
See attached

Additional number(s) attached Yes No

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

Name: Paulee C. Day
Internal Address: MarineMax, Inc.

Street Address: 18167 U.S. 19 North
Suite 499
City: Clearwater State: FL Zip: 33764

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Kurt Frahn
Name of Person Signing

[Signature]
Signature

10/27/03
Date

Total number of pages including cover sheet, attachments, and document: 6

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

11/13/2003 6TOM11 00000020 2618170

01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

Trademark Recordation Form Cover Sheet

4. Application Number(s) or Registration Number (s):

B. Trademark Registration No.(s):

1. 2618170
2. 2493926
3. 2401921
4. 2401920
5. 2319835
6. 2317088

CONTRIBUTION AGREEMENT

THIS CONTRIBUTION AGREEMENT (this "Agreement") is made as of the 1st day of January, 1999, by and among MARINEMAX, INC., a Delaware corporation (the "Transferor") and MARINEMAX USA, INC., a Delaware corporation (the "Transferee").

1. **Contribution of Property.** Transferor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby contributes, as a contribution to capital to Transferee, and Transferee hereby receives the intellectual property (the "Intellectual Property") as described on Exhibit A hereto (the "Contribution").

2. **Tax-Free Contribution.** Transferor and Transferee intend to treat the Contribution as a tax-free contribution of the property under Section 351 of the Internal Revenue Code of 1986, as amended.

3. **Effective Time.** The effective time of the Contribution shall be 12:01 a.m. Eastern Daylight Time on the date hereof (the "Effective Time").

4. **Evidence of Transfer.** At the Effective Time, Transferee shall deliver to Transferor any and all necessary materials in order to effectuate the transfer.

5. **Representations and Warranties of Transferor.**

(a) **Intellectual Property.** The Transferor is the sole and exclusive owner of all right, title and interest in and to all of the Intellectual Property free and clear of any claim or conflict with the Intellectual Property of others. No royalties, honorariums or fees are payable by the Transferor to any person by reason of the ownership of the Intellectual Property. There have been no claims made against the Transferor asserting the invalidity, abuse, misuse, or unenforceability of any of the Intellectual Property and no grounds for any such claims exist. No interest in any of the Intellectual Property has been assigned, transferred, licensed or sublicensed by the Transferor to any person or entity. To the extent that any item constituting part of the Intellectual Property has been registered with, filed or issued by, any Governmental Authority, such registrations filings or issuances have been duly made and remain in full force and effect.

(b) **Organization.** Transferor is duly organized, validly existing, and in good standing under the laws of the State of Delaware and is duly qualified to transact business in all other jurisdictions in which the nature of its business requires qualification, except where the failure so to qualify will not result in a material adverse effect on Transferor's business or operations.

(c) **Authorization.** The execution and delivery of this Agreement, the timely consummation of the transactions contemplated hereby, and the full and timely fulfillment of the terms hereof have been duly and validly authorized by all necessary actions on the part of Transferor, and this Agreement constitutes the legal, valid, and binding obligation of Transferor, fully enforceable against Transferor in accordance with its terms.

6. **Representations and Warranties of Transferee.**

(a) **Organization.** Transferee is duly organized, validly existing, and in good standing under the laws of the State of Delaware and is duly qualified to transact business in all other jurisdictions in which the nature of its business requires qualification, except where the failure so to qualify will not result in a material adverse effect on Transferee's business or operations.

(b) **Authorization.** The execution and delivery of this Agreement, the timely consummation of the transactions contemplated hereby, and the full and timely fulfillment of the terms hereof have been duly and validly authorized by all necessary actions on the part of Transferee, and this Agreement constitutes the legal, valid, and binding obligation of Transferee, fully enforceable against Transferee in accordance with its terms.

7. **Miscellaneous.**

(a) **Further Assurances.** The parties hereto hereby agree to execute and deliver, or cause its shareholders, officers, directors or any other necessary party to execute and deliver, such further instruments and documents and take such other actions as may be reasonably necessary or convenient to carry out the transactions contemplated hereby.

(b) **Amendment.** There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind as conditions or inducements to the execution hereof or in effect between the parties. No change or addition may be made to this Agreement except by a written agreement executed by the parties.

(c) **Applicable Law.** This Agreement and the rights of the parties hereto shall be interpreted, governed and construed in accordance with the laws of the state of Delaware, excepting its conflicts of laws principles.

(d) **Section Headings.** The section headings in this Agreement are inserted only for convenience and reference and the parties intend that they shall be disregarded in interpreting the terms, covenants, conditions and provisions of this Agreement.

(e) **Binding Effect, Nominee.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto may assign this Agreement.

(f) **Construction.** As used in this Agreement, the masculine, feminine or neuter gender and the singular or plural numbers shall each be deemed to include the other whenever the context so requires. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party causing this Agreement or any part of this Agreement to be drafted. The parties acknowledge that each party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel. If any words or phrases in this Agreement are stricken or otherwise eliminated, whether or not other words or phrases have been added, this

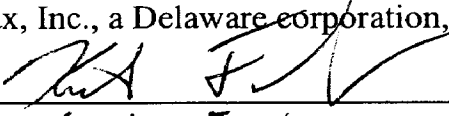
Agreement shall be construed as if the words or phrases stricken or otherwise eliminated were never included in this Agreement, and no implication or inference will be drawn from the fact that the words or phrases were stricken or otherwise eliminated.

(g) **Counterparts.** This Agreement may be executed in any number of counterparts; each of which shall upon execution be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

TRANSFEROR:

MarineMax, Inc., a Delaware corporation,

By: 
Name: Kurt Frahn
Its: Asst. Secretary

TRANSFeree:

MarineMax USA, Inc., a Delaware corporation

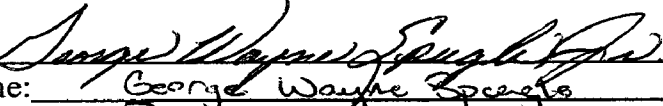
By: 
Name: George Wayne Speer
Its: President

Exhibit A

Trade names and trademarks used in the business of MarineMax, Inc.