

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademarks

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation as Agent		06/28/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Carver Boat Corporation, L.L.C.
Street Address:	790 Markham Drive
City:	Pulaski
State/Country:	WISCONSIN
Postal Code:	54162
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10		
Property Type	Number	Word Mark
Registration Number:	976282	
Registration Number:	712059	TROJAN
Registration Number:	1590688	VOYAGER
Registration Number:	2603751	
Registration Number:	1923554	SANTEGO
Registration Number:	2192937	VOYAGER
Registration Number:	1938254	CARVER
Serial Number:	76236359	MARINER
Serial Number:	78136931	NUVARI
Serial Number:	78200637	MARQUIS

CORRESPONDENCE DATA	
Fax Number:	(212)310-8007
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-310-8894

CH \$265.00 976282

Email: brielle.weisberg@weil.com  
Correspondent Name: Brielle Weisberg  
Address Line 1: 767 5th Avenue  
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

47650.0008

NAME OF SUBMITTER:

Phyllis Eremitaggio

**Total Attachments: 4**

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## RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of JUNE 24 2004 by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("GECC").

WHEREAS, GECC and Carver Boat Corporation, L.L.C., a Delaware limited liability company ("Debtor"), entered into that certain Trademark Security Agreement, dated as of September 30, 2002, as amended by that certain First Amendment to Trademark Security Agreement, dated as of December 23, 2003 (collectively, the "Trademark Security Agreements");

WHEREAS, the Trademark Security Agreements granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreements on October 8, 2002 at Reel 002594, Frame 0181 and on January 14, 2004 at Reel 002778, Frame 0761 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now filed with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION, AS AGENT

By: *Glenn Campbell*  
Name: GLENN CAMPBELL  
Title: *Authorized Signatory*

SCHEDULE A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
HELMET Design	976282	01/08/1974
TROJAN	712059	03/07/1961
VOYAGER	1590688	04/10/1990
MISCELLANEOUS DESIGN (CARVER)	2603751	08/06/2002
SANTEGO	1923554	10/03/1995
VOYAGER	2192937	10/06/1998
CARVER	1938254	11/28/1995

<u>MARK</u>	<u>APP. NO.</u>	<u>APP. DATE</u>
MARINER	76/236359	04/06/2001
NUVARI	78/136931	06/19/2002

CARVER BOAT CORPORATION, L.L.C.

**TRADEMARK**  
**REEL: 002882 FRAME: 0932**

TITLE	APPLICATION NUMBER	DATE
MARQUIS	78/200637	01/07/2003

CARVER BOAT CORPORATION, L.L.C.