

11-08-2004

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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102799228

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

MasterCraft Boat Company, Inc.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State Delaware  
☐ Other \_\_\_\_\_

Citizenship (see guidelines) Delaware

Execution Date(s) November 1, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes

☒ No

Name: General Electric Capital Corporation,  
Internal as Second Lien Agent

Address: \_\_\_\_\_

Street Address: 201 Merritt 7

City: Norwalk

State: CT

Country: USA Zip: 06851-1056

- ☐ Association Citizenship \_\_\_\_\_  
☐ General Partnership Citizenship \_\_\_\_\_  
☐ Limited Partnership Citizenship \_\_\_\_\_  
☒ Corporation Citizenship Delaware  
☐ Other \_\_\_\_\_ Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Continuation of Item 4 attached hereto.

B. Trademark Registration No.(s)

See Continuation of Item 4 attached hereto.

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: Latham & Watkins  
Sears Tower, Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: Illinois Zip: 60606

Phone Number: (312) 876-7628

Fax Number: (312) 993-9767

Email Address: linda.kastner@lw.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- ☐ Authorized to be charged by credit card  
☐ Authorized to be charged to deposit account  
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Linda R. Kastner

Signature

November 3, 2004

Date

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:

Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

11/05/2004 GTON11

00000079 2180436

01 FC:8521

40.00 DP

02 FC:8522

250.00 DP

TRADEMARK  
REEL: 002971 FRAME: 0655

11/05/2004 GTON11 00000080 2180436 120.00 DP 01 FC:8523

**CONTINUATION OF ITEM 4**

**TRADEMARKS**

2,180,436  
2,327,759  
2,275,631  
76/528,650  
2,766,211  
2,746,144  
2,876,949  
1,972,543  
1,867,981  
1,427,389  
1,136,108

## SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 1, 2004, by MASTERCRAFT BOAT COMPANY, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Second Lien Agent for Second Lien Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Second Lien Agent and the Persons signatory thereto from time to time as Second Lien Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Credit Agreement"), Second Lien Lenders have agreed to make the Loans to Grantor;

WHEREAS, Second Lien Agent and Second Lien Lenders are willing to make the Loans as provided for in the Second Lien Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Second Lien Agent, for itself and the ratable benefit of Second Lien Lenders, that certain Second Lien Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Security Agreement"); and

WHEREAS, pursuant to the Second Lien Security Agreement, Grantor is required to execute and deliver to Second Lien Agent, for itself and the ratable benefit of Second Lien Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Second Lien Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Second Lien Agent, on behalf of itself and Second Lien Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its United States Trademarks including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

(c) all of its United States Trademark Licenses to which it is a party;

(d) all goodwill of the business connected with the use of, and symbolized by, each United States Trademark and each United States Trademark License; and

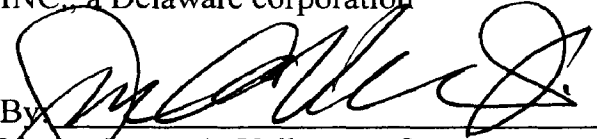
(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any United States Trademark or Trademark licensed under any United States Trademark License or (ii) injury to the goodwill associated with any United States Trademark or any Trademark licensed under any United States Trademark License.

3. SECOND LIEN SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Second Lien Agent, on behalf of itself and Second Lien Lenders, pursuant to the Second Lien Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Second Lien Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Second Lien Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MASTERCRAFT BOAT COMPANY,  
INC., a Delaware corporation

By: 

Name: James A. Valkenaar, Jr.  
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Second Lien Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 002971 FRAME: 0659

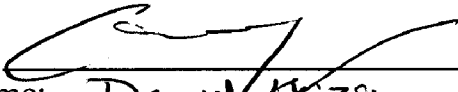
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MASTERCRAFT BOAT COMPANY,  
INC., a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION, as Second Lien Agent

By:  \_\_\_\_\_  
Name: Daniel E. Kizem  
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK  
REEL: 002971 FRAME: 0660

SCHEDULE I

MASTERCRAFT BOAT COMPANY, INC.'S  
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

COUNTRY	MARK
UNITED STATES	X-STAR
UNITED STATES	POWERSTAR
UNITED STATES	PROSTAR
UNITED STATES	X-2
UNITED STATES	X-10
UNITED STATES	X-30
UNITED STATES	X-80

APPL. SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE
75/312,695	06/23/97	2,180,436	08/11/98
75/428,628	02/04/98	2,327,759	03/14/00
75/428,578	02/04/98	2,275,631	09/07/99
76/528,650	07/11/03		
76/326,229	10/17/01	2,766,211	09/23/03
76/326,230	10/17/01	2,746,144	08/03/03
76/555,043	10/29/03	2,876,949	8/24/04

DC\_MAIN 161510v1

**MASTERCRAFT BOAT COMPANY, INC.'S  
U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

COUNTRY	MARK	APPL. SERIAL NUMBER	FILING DATE	REG. NUMBER	REG. DATE
UNITED STATES	MARISTAR	74/626,286	01/27/95	1,972,543	05/07/96
UNITED STATES	MASTERCRAFT	74/439,135	09/23/93	1,867,981	12/20/94
UNITED STATES	MASTERCRAFT	73/559,907	09/24/85	1,427,389	02/03/87
UNITED STATES	1971 MASTERCRAFT Logo	73/205,059	02/26/79	1,136,108	05/27/80