

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kellogg Marine Incorporated (d/b/a Kellog Marine, Inc.)		07/07/2005	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Brunswick Fitness Equipment, Inc.		
Street Address:	1 N. Field Ct.		
City:	Lake Forest		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2450503	SEAFARER MARINE PRODUCTS	
Registration Number:	2407867	SEAFARER MARINE PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	07/15/2005		

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Total Attachments: 10

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Registered Trademarks

Country	Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
United States	Kellogg Marine, Inc.	SEAFARER MARINE PRODUCTS (with logo)	75653874	2,450,503	March 4, 1999	May 15, 2001 (corrected in March 2002)
United States	Kellogg Marine, Inc.	SEAFARER MARINE PRODUCTS (without logo)	75653850	2,407,867	March 4, 1999	November 28, 2000

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT made this 7th day of July, 2005 (this "Assignment"), between KELLOGG MARINE INCORPORATED (d/b/a Kellogg Marine, Inc.), a Connecticut corporation ("Assignor"), and BRUNSWICK FITNESS EQUIPMENT, INC., a Connecticut corporation ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under certain trademarks, service and other similar marks and names, URLs, domain names and the like, including, without limitation, those listed on Schedule A hereto (the "Trademarks");

WHEREAS, the Assignor has agreed in the Asset Purchase Agreement dated as of July 7, 2005 (the "Purchase Agreement") among the Assignor and the Assignee, among others, to sell, assign, transfer, convey and deliver to Assignee all its right, title and interest in, to and under the Trademarks;

WHEREAS, Assignee desires to purchase, acquire and accept all the right, title and interest of Assignor in, to and under the Trademarks; and

WHEREAS, terms used herein but not defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee all the right, title and interest of Assignor in, to and under:

(a) the Trademarks;

(b) the goodwill of the Business associated with the use of the Trademarks;

(c) all rights of enforcement and the right to damages for past infringement, unfair competition or other conflicts relating to the Trademarks (to the extent treated as Assumed Liabilities under the Purchase Agreement); and

(d) all other rights, including common law rights, relating to the Trademarks in the United States, to the extent such rights exist,

each to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made.

2. Transfer. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any applications for a trademark or service mark included in the Trademarks.

3. Further Assurances. Assignor covenants and agrees with Assignee that Assignor will execute and deliver to Assignee, without additional consideration and at the expense of Assignee, all such further instruments and take, or cause to be taken, such other actions as Assignee may reasonably request in order to register this Assignment at the appropriate registries and to demonstrate Assignee's title to the Trademarks.

4. Representations, Warranties and Indemnities. Neither Assignor nor Assignee make any representations or warranties with respect to the Trademarks except as expressly set forth in the Purchase Agreement. Nothing in this Assignment is intended to impair or alter the rights of either Assignor or Assignee under the indemnification provisions set forth in Article VIII of the Purchase Agreement.

5. Severability. The invalidity of any provision of this Assignment or portion of a provision shall not affect the validity of any other provision of this Assignment or the remaining portion of the applicable provision, and there shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue.

6. Applicable Law. This Assignment shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of New York applicable to contracts made in that State.

7. Binding Effect; Benefit. This Assignment shall be for the benefit of and be binding upon the parties hereto, and their successors and permitted assignees. Nothing in this Assignment, express or implied, shall confer on any Person other than the parties hereto, and their respective successors and permitted assigns, any rights, remedies, obligations or Liabilities under or by reason of this Assignment, including third-party beneficiary rights.

8. Amendments. This Assignment shall not be modified or amended except pursuant to an instrument in writing executed and delivered on behalf of each of the parties.

9. Notices. All notices hereunder shall be given as set forth in the Purchase Agreement.

10. Headings. The headings contained in this Assignment are for reference purposes only and shall not limit or otherwise affect the meaning or interpretation of this Assignment.

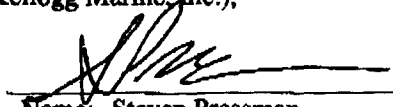
11. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument and shall become a binding Assignment when one or more counterparts have been signed by each of the parties and delivered to the other party.

12. Purchase Agreement Provisions. This Assignment is executed pursuant to the Purchase Agreement and is entitled to the benefits and subject to the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

KELLOGG MARINE INCORPORATED
(d/b/a Kellogg Marine, Inc.),

by: 
Name: Steven Pressman
Title: CFO

ASSIGNEE:

BRUNSWICK FITNESS EQUIPMENT,
INC.,

by: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first above written.

ASSIGNOR:

KELLOGG MARINE INCORPORATED
(d/b/a Kellogg Marine, Inc.),

by: _____

Name:

Title:

ASSIGNEE:

BRUNSWICK FITNESS EQUIPMENT,
INC.,

by: *Randy A. Gray*

Name: Randy A. Gray

Title: President

[[2517584]]

STATE OF CONNECTICUT) :
: ss.: *old Lyme*
COUNTY OF NEW LONDON) :

On the 7 day of July, 2005 before me personally came Steven Pressman, to me known, who, being by me duly sworn, did depose and say that he resides at 33 Sarenee Circle, Trumbull, CT; that he is Chief Financial Officer of Kellogg Marine Incorporated, the Corporation described in and which executed the above Assignment; and that he signed his name thereto on behalf of said Corporation

Notarial Seal *Lorraine McLain*

LORRAINE McLAIN
NOTARY PUBLIC
My Commission Expires Mar. 41, 2008

STATE OF TENNESSEE)
: ss.:
COUNTY OF KNOX)

On the ___ day of _____, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is _____ of Brunswick Fitness Equipment, Inc., the Corporation described in and which executed the above Assignment; and that he signed his name thereto on behalf of said Corporation

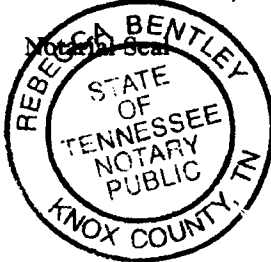
STATE OF)
 : ss.:
COUNTY OF)

On the ___ day of _____, 2005 before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides in _____; that he is _____ of Kellogg Marine Incorporated (d/b/a Kellogg Marine, Inc.), the Corporation described in and which executed the above Assignment; and that he signed his name thereto on behalf of said Corporation

Notarial Seal

STATE OF TENNESSEE)
 : ss.:
COUNTY OF KNOX)

On the 7th day of July, 2005 before me personally came Randy A. Gray to me known, who, being by me duly sworn, did depose and say that he resides in Knoxville Knox Co Tennessee; that he is President of Brunswick Fitness Equipment, Inc., the Corporation described in and which executed the above Assignment; and that he signed his name thereto on behalf of said Corporation



Rebecca Bentley
Commission Exp. Sept. 3, 2008

[[2517584]]

Registered Trademarks

Country	Owner	Trademark	Application No.	Registration No.	Filing Date	Registration Date
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