

11-23-2005



Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/

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

103068312
RECORDATION SERVICE
TRADEMARKS ONLY

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):

Dynasty Boat, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Alabama
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) November 15, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital Corporation, as Agent

Internal

Address: _____

Street Address: 201 Merritt 7, 6th Floor

City: Norwalk

State: Connecticut

Country: USA Zip: 06856-5201

- 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)
78/512226

B. Trademark Registration No.(s)
1,448,357; 2,292,554; 2,367,651; 2,884,645

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: Holli Kubicki

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-993-2638

Fax Number: 312-993-9870

Email Address: holli.kubicki@lw.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 140.00

- 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:

Holli Kubicki

11/21/2005

Signature

Date

BYRNE 00000185 78512226

Holli Kubicki

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

40.00 UP
100.00 UP
120.00 UP
Name of Person Signing

Documents 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

11/23/2005

01 FC:8521
02 FC:8522
03 FC:8523

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2005, by DYNASTY BOATS, INC., an Alabama corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among and Rinker Boat Company, LLC, a Delaware limited liability company ("Rinker") and The Godfrey Conveyor Company, Inc., an Indiana corporation ("Godfrey" and collectively with Rinker, the "Borrowers"), the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make and continue to make the Loans and to incur Letter of Credit Obligations for the benefit of the Borrowers;

WHEREAS, Agent and Lenders are willing to make and continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Amended and Restated 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 "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of 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 Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;

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

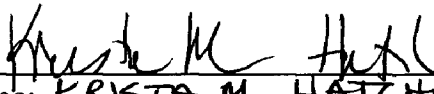
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the 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.

DYNASTY BOATS, INC., an Alabama corporation

By: 
Name: KRISTA M. HATCHER
Title: VP TRST SECY

[Signature Page to Dynasty Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: Thomas C. Hirth
Name: Thomas C. Hirth
Title: Duly Authorized Signatory

[Signature Page to Dynasty Trademark Security Agreement]

TRADEMARK
REEL: 003199 FRAME: 0366

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
BY DYNASTY BOATS, INC.

TRADEMARK REGISTRATIONS

1. **DYNASTY**
Word Mark: **DYNASTY and design**
Goods and Services: **Fiberglass Boats**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **07/21/1987**
Registration Number: **1,448,357**
Owner: **Dynasty Boats, Inc.**
Type of Mark: **Trademark**
Current Expiration Date:

2. **ELAN**
Word Mark: **ELAN**
Goods and Services: **Boats**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **11/16/1999**
Registration Number: **2,292,554**
Owner: **Dynasty Boats, Inc.**
Type of Mark: **Trademark**
Current Expiration Date:

3. **ASSAULT**
Word Mark: **ASSAULT**
Goods and Services: **Recreational Boats not for military use**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **07/18/2000**
Registration Number: **2,367,651**
Owner: **Dynasty Boats, Inc.**
Type of Mark: **Trademark**
Current Expiration Date:

4. **FISH HEAD**
Word Mark: **FISH HEAD**
Goods and Services: **Boats**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **9/14/2004**
Registration Number: **2,884,645**

Owner: Dynasty Boats, Inc.
Type of Mark: Trademark
Current Expiration Date:

5. **ASSAULT**
Word Mark: **ASSAULT**
Goods and Services: Recreational Boats not for military wares
Registration Issued by: Canadian Trademark Office
Filing Date:
Registration Date: 11/21/2001
Registration Number: TMA554,232
Owner: Dynasty Boats, Inc.
Type of Mark: Trademark
Current Expiration Date:

Pending Trademark Application

1. **Design of fish head**
Mark: Design of fish head
Goods and Services: Boats
Filed with: U.S. Patent & Trademark Office
Filing Date: 11/05/2004
Application Number: 78/512226
Owner: Dynasty Boats, Inc.
Type of Mark: Trademark
Current Expiration Date: Application Response to Office Action due before
12/10/2005

[Signature Page to Trademark Security Agreement]

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RECORDED: 11/22/2005 |

TRADEMARK
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