

11-23-2005

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2006)



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

R. 103068313
TRADEMARKS ONLY

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

11-22-05

1. Name of conveying party(ies):

The Godfrey Conveyor Company, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Indiana
- 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: 06856-5204

- Association
- General Partnership
- Limited Partnership
- Corporation
- 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)

B. Trademark Registration No.(s)

2,356,678; 2,294,286; 2,283,140; 2,278,021; 2,285,152; 2,342,466; 2,291,057; 2,283,129; 2,290,077

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:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- 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:

00000184 2356678

Holli Kubicki
Signature

11/21/2005

Date

11/23/2005 DRYNE
01 FC:8521
02 FC:8522
03 FC:8523

40.00 OP
200.00 OP
120.00 OP
Name of Person Signing

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2005, by THE GODFREY CONVEYOR COMPANY, INC., an Indiana 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 Grantor and Rinker Boat Company, LLC, a Delaware limited liability company ("Rinker" and collectively with Grantor, 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 Grantor and the other Borrower party thereto;

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.

THE GODFREY CONVEYOR COMPANY, INC.,
an Indiana corporation

By: Krista M Hatzel
Name: KRISTA M HATZEL
Title: VP BEST BUY

[Signature Page to Godfrey 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 Godfrey Trademark Security Agreement]

TRADEMARK
REEL: 003199 FRAME: 0373

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
BY THE GODFREY CONVEYOR COMPANY, INC.

TRADEMARK REGISTRATIONS

1. **POLAR**
Word Mark: **POLAR**
Goods and Services: **Boats**

Registration Issued by: U.S. Patent & Trademark Office
Filing Date:
Registration Date: 06/13/2000
Registration Number: 2,356,678
Owner: The Godfrey Conveyor Company, Inc.

Type of Mark: Trademark
Current Expiration Date:

2. **SANPAN**
Word Mark: **SANPAN**
Goods and Services: **Boats**

Registration Issued by: U.S. Patent & Trademark Office
Filing Date:
Registration Date: 11/23/1999
Registration Number: 2,294,286
Owner: The Godfrey Conveyor Company, Inc.

Type of Mark: Trademark
Current Expiration Date:

3. **PARTI KRAFT**
Word Mark: **PARTI KRAFT**
Goods and Services: **Boats**

Registration Issued by: U.S. Patent & Trademark Office
Filing Date:
Registration Date: 10/05/1999
Registration Number: 2,283,140
Owner: The Godfrey Conveyor Company, Inc.

Type of Mark: Trademark
Current Expiration Date:

4. **SWEETWATER**
Word Mark: **SWEETWATER**
Goods and Services: **Boats**

Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **09/14/1999**
Registration Number: **2,278,021**
Owner: **The Godfrey Conveyor Company, Inc.**

Type of Mark: **Trademark**
Current Expiration Date:

5. **FUN DECK**
Word Mark: **FUN DECK**
Goods and Services: **Boats**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **10/12/1999**
Registration Number: **2,285,152**
Owner: **The Godfrey Conveyor Company, Inc.**
Type of Mark: **Trademark**
Current Expiration Date:

6. **GODFREY MARINE**
Word Mark: **GODFREY MARINE**
Goods and Services: **Boats**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **04/18/2000**
Registration Number: **2,342,466**
Owner: **The Godfrey Conveyor Company, Inc.**
Type of Mark: **Trademark**
Current Expiration Date:

7. **AQUA FLOAT**
Word Mark: **AQUA FLOAT**
Goods and Services: **Rafts**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **11/09/1999**
Registration Number: **2,291,057**
Owner: **The Godfrey Conveyor Company, Inc.**
Type of Mark: **Trademark**
Current Expiration Date:

8. **SEA RYDER**
Word Mark: **SEA RYDER**

Goods and Services: Boats
Registration Issued by: U.S. Patent & Trademark Office
Filing Date:
Registration Date: 10/05/1999
Registration Number: 2,283,129
Owner: The Godfrey Conveyor Company, Inc.
Type of Mark: Trademark
Current Expiration Date:

9.

AQUA PATIO

Word Mark: **AQUA PATIO**
Goods and Services: Boats
Registration Issued by: U.S. Patent & Trademark Office
Filing Date:
Registration Date: 11/02/1999
Registration Number: 2,290,077
Owner: The Godfrey Conveyor Company, Inc.
Type of Mark: Trademark
Current Expiration Date: