

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. 103068314
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):

Polar Kraft Manufacturing Co.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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)

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

Execution Date(s) November 15, 2005

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

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)

2,356,713; 1,797,719

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:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

- 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
Signature

11/21/2005

Date

11/23/2005 BYRNE 00000186 2356713

Holli Kubicki

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

6

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

40. Name of Person Signing

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
REEL: 003199 FRAME: 0377

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2005, by POLAR KRAFT MANUFACTURING CO., 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 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.

POLAR KRAFT MANUFACTURING CO., an
Indiana corporation

By: Krista M. Hatzher
Name: KRISTA M. HATZHER
Title: VP ASST SGM

[Signature Page to Polar Kraft 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 Polar Kraft Trademark Security Agreement]

TRADEMARK
REEL: 003199 FRAME: 0381

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
BY POLAR KRAFT MANUFACTURING CO.

TRADEMARK REGISTRATIONS

1. **POLAR KRAFT**
Word Mark: **POLAR KRAFT**
Goods and Services: **Boats**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **06/13/2000**
Registration Number: **2,356,713**
Owner: **Polar Kraft Manufacturing Co.**
Type of Mark: **Trademark**
Current Expiration Date:

2. **BASS AMERICA**
Word Mark: **BASS AMERICA**
Goods and Services: **Boats**
Registration Issued by: **U.S. Patent & Trademark Office**
Filing Date:
Registration Date: **10/12/1993**
Registration Number: **1,797,719**
Owner: **Polar Kraft Manufacturing Co.**
Type of Mark: **Trademark**
Current Expiration Date:

3. **POLAR KRAFT**
Word Mark: **POLAR KRAFT**
Goods and Services: **Boats**
Registration Issued by: **Canadian Trademark Office**
Filing Date:
Registration Date: **03/23/2001**
Registration Number: **TMA542950**
Owner: **Polar Kraft Manufacturing, Co.**
Type of Mark: **Trademark**
Current Expiration Date: