

12-06-2005

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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):

Mastercraft Boat Company, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other DE LLC

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

City: Norwalk

State: CT

Country: USA Zip: 06851

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship DE
- 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 23, 2005

- Assignment
- Security Agreement
- Other Supplement No.1 Security Agreement
- Merger
- Change of Name

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

A. Trademark Application No.(s)
78/527,318

B. Trademark Registration No.(s)

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: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312-876-6541

Fax Number: 312-993-9870

Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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:

Kristin Brozovic
Signature

12/2/05

Date

00000110 78527318

Kristin Brozovic

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

12/06/2005 DRYRNE

01 FC:8521
02 FC:8523

40.00
120.00

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

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

SUPPLEMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2005, made by MASTERCRAFT BOAT COMPANY, LLC, a Delaware limited liability company ("Grantor") to the TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2004 (as amended, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), made by Grantor in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders ("Agent"). All capitalized terms not defined herein shall have the collective meanings ascribed to them in the Credit Agreement described below.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of November 1, 2004 by and among Grantor, the Credit Parties named therein, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Grantor and Agent are parties to that certain Security Agreement dated as of November 1, 2004 (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, the Grantor has acquired the Trademarks set forth on Schedule 1 hereto and desires, pursuant to Section 5(c)(ii) of the Security Agreement, to grant to Agent, on behalf of itself and Lenders, a continuing first priority security interest in such Trademarks.

NOW, THEREFORE, IT IS AGREED:

1. Addition to Schedule of Trademark Security Agreement. The information set forth on Schedule 1 hereto is hereby added to Schedule I of the Trademark Security Agreement. 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 Trademarks and Trademark Licenses referred to on Schedule 1 hereto, all reissues, continuations or extensions thereof and all products and proceeds thereof, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any such Trademark or any such Trademark licensed under any such Trademark License.

2. Counterparts. This supplement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same document.

3. Governing Law. This supplement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

{Signature Page Follows}


IN WITNESS WHEREOF, Grantor has caused this Supplement No. 1 to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MASTERCRAFT BOAT COMPANY, LLC, as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

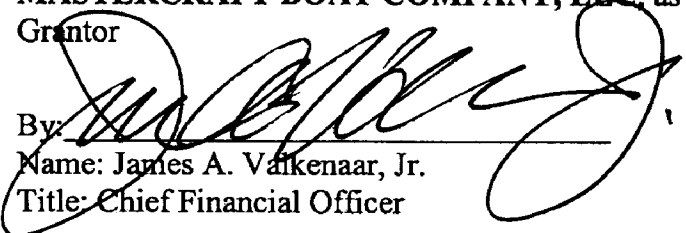
By:  _____
Name: **Gina Provenzale**
Title: **Vice President**
Duly Authorized Signatory

[Signature Page to Supplement No. 1 to Trademark Security Agreement]

TRADEMARK
REEL: 003206 FRAME: 0120

IN WITNESS WHEREOF, Grantor has caused this Supplement No. 1 to Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MASTERCRAFT BOAT COMPANY, LLC, as
Grantor

By: 
Name: James A. Vaikenaar, Jr.
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Agent

By: _____
Name: _____
Title: _____

[Signature Page to Supplement No. 1 to Trademark Security Agreement]

SCHEDULE 1

To

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

MARK

REG. NO.

REG. DATE

N/A		

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>IDENTIFICATION OF GOODS</u>	<u>APP. DATE</u>	<u>APP. NO.</u>
MASTERCRAFT	Class 7: Power-operated boat lifts	12/06/04	78/527,318

Sch.I-1

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RECORDED: 12/05/2005

**TRADEMARK
REEL: 003206 FRAME: 0122**