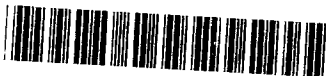


12-06-2005



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12/05/05

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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) Association
- General Partnership Limited 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: Goldman Sachs Specialty Lending Group, L.P., as Second Lien Agent

Internal

Address: _____

Street Address: 600 E. Las Calinas Blvd., Suite 400

City: Irving

State: TX

Country: USA Zip: 75039

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship DE
- Corporation Citizenship _____
- 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 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)
78/527,318

B. Trademark Registration No.(s)
1972543 1867981 1427389 1136108 2180436 2876949
2327759 2275631 2905813 2766211 2746144

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:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 315.00

- 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

12/06/2005 12:00 PM BYRNE 00000109 78527318

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

40.00
273.00
78.00
Name of Person Signing

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

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

SECOND LIEN TRADEMARK SECURITY AGREEMENT

SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement"), dated as of November 23, 2005, by MASTERCRAFT BOAT COMPANY, LLC, a Delaware limited liability company ("Grantor"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., a Delaware limited partnership, in its capacity as Second Lien Agent for Second Lien Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Second Lien Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Second Lien Agent and the Persons signatory thereto from time to time as Second Lien Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Second Lien Credit Agreement"), Second Lien Lenders have agreed to make the Loans to Grantor;

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

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Second Lien Agent, on behalf of itself and Second Lien Lenders, a continuing 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 United States Trademarks including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all of its United States Trademark Licenses to which it is a party;

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

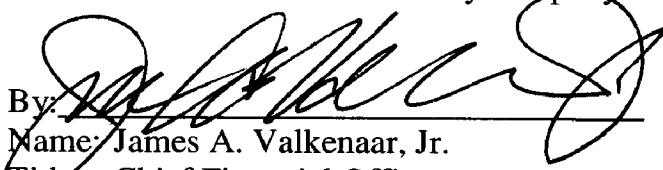
(e) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any United States Trademark or Trademark licensed under any United States Trademark License or (ii) injury to the goodwill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

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

MASTERCRAFT BOAT COMPANY,
LLC, a Delaware limited liability company

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

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Second Lien Agent

By: _____
Name: _____
Title: _____

[Signature Page to Second Lien Trademark Security Agreement]

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.

MASTERCRAFT BOAT COMPANY,
LLC, a Delaware limited liability company

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

ACCEPTED AND ACKNOWLEDGED BY:

GOLDMAN SACHS SPECIALTY LENDING
GROUP, L.P., as Second Lien Agent

By: Todd B. Foust
Name: Todd B. Foust
Title: Vice President

[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 003206 FRAME: 0127

SCHEDULE I
TO
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Country</u>
MASTERCRAFT	813554187	813554187	Brazil
MASTERCRAFT	817088920	817088920	Brazil
MASTERSKI	817088962	817088962	Brazil
MASTER CRAFT & Design	279,921	441 765	Canada
MASTER CRAFT (Stylized)	397,254	648 696	Canada
MASTER CRAFT (w/stars) Logo	278,849	441764	Canada
X-STAR	528,475	889843	Canada
MASTERCRAFT	1018741	1018741	China
MASTERCRAFT	295225	03107818	Columbia
MASTERCRAFT	2000 02319	1999 04318	Denmark
MASTERCRAFT	93459.079	93/459,079	France
1993 MASTERCRAFT Logo	2086632	M75155/12wz	Germany
MASTERCRAFT	113.609	113.609	Greece
MASTERCRAFT	B11077/1996	95 03880	Hong Kong
MASTERCRAFT		RM2000 C005914	Italy
MASTERCRAFT	3128489	05-025694	Japan
MASTERCRAFT	95/03285	95/03285	Malaysia
MASTERCRAFT	440027	167463	Mexico
X-STAR	595612	352165	Mexico
MASTERCRAFT	340.933	340933	Portugal
X-STAR		2004722190	Russian Federation
MASTERCRAFT		2004722734	Russian Federation
MASTERCRAFT	B1716/93	S1716/93	Singapore
MASTER CRAFT	91/3742		South Africa
MASTER CRAFT	91/1258		South Africa
MASTER CRAFT	91/1259		South Africa
MASTER CRAFT	86/5596		South Africa
MASTERCRAFT	260 689	93-02005	Sweden
MASTERCRAFT	409 276	2596/1993.9	Switzerland
MASTER CRAFT (w/Stars Logo)	1 201 758		United Kingdom
PROSTAR	2 170 141	2170141	United Kingdom

Sch. I-1

CH\796449.2

TRADEMARK
REEL: 003206 FRAME: 0128

<u>Trademark</u>	<u>Registration Number</u>	<u>Application Number</u>	<u>Country</u>
MASTERCRAFT	2213569	2213569	United Kingdom
MARISTAR	1,972,543	74/626,286	United States
MASTERCRAFT	1,867,981	74/439,135	United States
MASTER CRAFT	1,427,389	73/559,907	United States
MASTERCRAFT		78/527,318	United States
1971 MASTERCRAFT Logo	1,136,108	73/205,059	United States
X-STAR	2,180,436	75/312,695	United States
POWERSTAR	2327,759	75/428,628	United States
PROSTAR	2,275,631	75/428,578	United States
X-2	2,905,813	76/528,650	United States
X-10	2,766,211	76/326,229	United States
X-30	2,746,144	76/326,230	United States
X-80	2,876,949	76/555,043	United States

Sch. I-2

CH1796449.2

RECORDED: 12/05/2005

TRADEMARK
REEL: 003206 FRAME: 0129