

12-22-2005

MRD RE
12/22/05



103084316

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

1. Name of conveying party(ies):
General Electric Capital Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No

Additional names, addresses, or citizenship attached? Yes No

Name: MasterCraft Boat Company, LLC
Internal
Address: _____
Street Address: 100 Cherokee Cove Drive
City: Vonore
State: TN
Country: USA Zip: 37685

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship Delaware

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) 11/23/05

Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest

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)
1972543 1867981 1427389 1136108 2180436 2327759
2275631 2905813 2766211 2746144 2876949

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: 11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

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 12/21/05
Signature Date

12/22/2005 DBYRNE 00000006 1972543
40.00 OP of Person Signing
250.00 OP
120.00 OP

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

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

RELEASE OF TRADEMARKS

THIS RELEASE OF TRADEMARKS is dated as of November 23, 2005 by GENERAL ELECTRIC CAPITAL CORPORATION, as Second Lien Agent ("GECC").

WHEREAS, GECC and MasterCraft Boat Company, LLC (f/k/a MasterCraft Boat Company, Inc.), a Delaware limited liability company ("Debtor"), entered into that certain Second Lien Trademark Security Agreement, dated as of November 1, 2004, (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement granted GECC a security interest in, among other things, certain trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications ("Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto as security for certain obligations of Debtor to GECC (the "Obligations");

WHEREAS, GECC recorded the Trademark Security Agreement on November 4, 2004 at Reel 002971, Frame 0655 in the United States Patent and Trademark Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that GECC release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Trademarks which are now registered, or are the subject of a pending application for registration, with the U.S. Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, including, without limitation, all of the trademark applications and registrations listed on the attached Schedule A, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by the aforesaid Trademarks; and

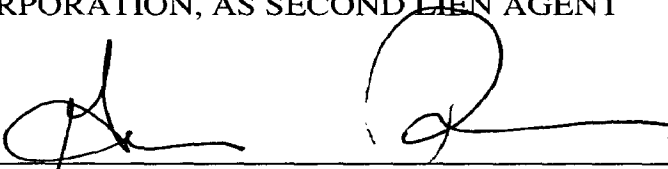
(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, GECC has caused this Release of Trademarks to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, AS SECOND LIEN AGENT

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

[Signature Page to Release of Trademarks]

TRADEMARK
REEL: 003215 FRAME: 0230

SCHEDULE A

| <u>Trademark</u> | <u>Registration Number</u> | <u>Application Number</u> | <u>Country</u> |
|--------------------------|----------------------------|---------------------------|----------------|
| 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 |
| 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 |

Schedule A

CH796801.3

RECORDED: 12/22/2005

TRADEMARK
REEL: 003215 FRAME: 0231