

07-06-2007



1R SHEET
ONLY

ARD 7.5.07

To the Director of the U. S.

103423286

attached documents or the new address(es) below.

1. Name of conveying party(ies):

Brunswick Corporation

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

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

Execution Date(s) March 12, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Navico International Limited

Internal

Address: P.O. Box 730

Street Address: 32 Commercial Street

City: St. Helier

State: _____

Country: Jersey (Channel Islands) Zip: JE40QH

☐ Association Citizenship _____

☐ General Partnership Citizenship _____

☐ Limited Partnership Citizenship _____

☐ Corporation Citizenship _____

☒ Other private company Citizenship Jersey

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)
78/512,313

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):
AP NAVIGATOR, filed 11-5-2004

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rita M. Carrier

Internal Address: Sullivan & Cromwell LLP

Suite 800

Street Address: 1701 Pennsylvania Avenue, N.W.

City: Washington

State: DC Zip: 20006

Phone Number: (202) 956-7685

Fax Number: (202) 293-6330

Email Address: CarrierR@sullcrom.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 07/06/2007 08/06/2008

b. Deposit Account Number 48.00 OP

Authorized User Name _____

9. Signature:

Rita M. Carrier

Signature

July 5, 2007

Date

Rita M. Carrier

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003576 FRAME: 0423

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "*Assignment*"), dated as of March 12, 2007, is entered into between and among Brunswick Corporation, a company organized under the laws of Delaware ("*Assignor*") and Navico International Limited, a private company organized under the laws of Jersey, Channel Islands (registered number 96082) ("*Assignee*").

WHEREAS, this Assignment is delivered pursuant to the Closing under the Stock and Asset Purchase Agreement (the "*Purchase Agreement*") dated as of February 14, 2007, as amended, between and among the Assignor and Navico International Limited, a company incorporated in New Zealand (company number 1910531);

WHEREAS, capitalized terms used but not defined in this Assignment shall have the meaning ascribed to them in the Purchase Agreement;

WHEREAS, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the trademarks included in the acquired Intellectual Property owned by Assignor, including without limitation, the marks set forth on Schedule A hereto as well as the appurtenant goodwill ("*Assigned Mark*"); and

WHEREAS, the Assigned Marks were filed on an intent to use basis and are being transferred to Assignee with the ongoing and existing part of the Acquired Business to which those trademarks relate.

NOW, THEREFORE, in consideration of the premises set forth above and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby absolutely sells, assigns, transfers, sets over and delivers to Assignee, Assignor's entire right, title and interest in and to the Assigned Marks, the same to be held and enjoyed by Assignee, together with all income, royalties, damages or payments due on or after the date of this Assignment, including, without limitation, all claims for damages or payments by reason of infringement, dilution, misappropriation or other violation of the Assigned Marks ("*Violations*"), including the right to sue and collect damages for past Violations.

For the avoidance of doubt, it is hereby acknowledged that this Agreement is intended to create an absolute assignment and not one by way of security or mortgage.

This Agreement may be executed and delivered in counterparts (including by way of electronic transmission) all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.

From time to time, as and when requested by any party, each party shall execute and deliver, or cause to be executed and delivered, all such documents and instruments and shall take, or cause to be taken, all such further or other actions, as such other party may reasonably deem necessary or desirable to consummate the transactions contemplated by this Agreement.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers, effective as of the date first written above.

BRUNSWICK CORPORATION

By: 

Name: Marschall T. Smith

Title: Vice President, General
Counsel

NAVICO INTERNATIONAL LIMITED

By: _____

Name:

Title:

**[Signature Page to Trademark Assignment Agreement
- Brunswick Corporation (US)]**

STATE OF ILLINOIS)
) SS:
COUNTY OF LAKE)

On this 12th day of March, 2007, before me, Teresa C. Fiocchi (the undersigned notary) personally appeared Marschall Smith of Brunswick Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Teresa C. Fiocchi
Notary Public

STATE OF _____)
) SS:
COUNTY OF _____)

On this ____ day of _____, 2007, before me, _____ (the undersigned notary) personally appeared _____ of Navico International Limited, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

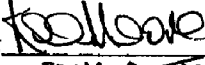
Notary Public

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers, effective as of the date first written above.

BRUNSWICK CORPORATION

By: _____
Name:
Title:

NAVICO INTERNATIONAL LIMITED

By: 
Name: ~~EDNA MOORE~~
Title: ~~DIRECTOR~~

[Signature Page to Trademark Assignment Agreement
- Brunswick Corporation (US)]

[{NYCORP:2689070v1:4634D:03/08/07--11:43 p}]

SCHEDULE A (U.S.)

ASSIGNED MARKS (U.S.)

Mark	Application No. and Date	Goods/Services	Status
AP NAVIGATOR	78/512,313 11/5/2004	CLASS 9: ELECTRONIC MARINE NAVIGATION APPARATUS EMPLOYING SATELLITE BASED NAVIGATION SIGNALS	Pending

[[NYCORP:2689070v1:4634D:03/08/07--11:43 p]]

SULLIVAN & CROMWELL LLP

TELEPHONE: 1-202-956-7500
FACSIMILE: 1-202-293-6330
WWW.SULLCROM.COM

*1701 Pennsylvania Avenue, N.W.
Washington, D.C. 20006-5805*

NEW YORK • LOS ANGELES • PALO ALTO

FRANKFURT • LONDON • PARIS

BEIJING • HONG KONG • TOKYO

MELBOURNE • SYDNEY

July 5, 2007

By Hand

United States Patent and Trademark Office,
Assignment Division,
2900 Crystal Drive, 9th Floor,
Arlington, Virginia 22202.

Re: Recordation of Assignment by Brunswick Corporation
to Navico International Limited in U.S. Trademarks

Dear Sir or Madam:

Please record the above-referenced document against the trademark and/or trademark application identified in the accompanying Recordation Form Cover Sheet. I have enclosed a check for \$40.00 to cover the fee for recordation against 1 trademark and/or trademark application.

Also enclosed is a copy of this filing, which we request that you date stamp and return to the waiting messenger so that we may have a record of your receipt of this filing.

Please telephone me at (202) 956-7685 if you have any questions about this matter.

Sincerely,

Rita M. Carrier

Rita M. Carrier

ASSIGNMENTS DIV

(Enclosures)

2007 JUL -5 PM 4: 28

RECEIVED OPR

RECORDED: 07/05/2007

TRADEMARK
REEL: 003576 FRAME: 0429