

07-06-2007



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To the Director of the U. S. Patent and Trademark Office, send documents or the new address(es) below.

**1. Name of conveying party(ies):**  
Navman New Zealand

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: New Zealand  
 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: 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 Jersey  
 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) March 12, 2007

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) 2,910,402

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
G-PILOT, registered on 12-14-2004

**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 \_\_\_\_\_  
07/06/2007      Expiration Date 08/06/2008  
01 FC:8521      40.00 OP

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:** Rita M. Carrier      July 5, 2007  
Signature      Date

\_\_\_\_\_  
Rita M. Carrier      Total number of pages including cover sheet, attachments, and document: 9  
Name of Person Signing

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

# Deed of assignment of trade marks (US)

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Navman New Zealand (**Assignor**)

Navico International Limited (**Assignee**)

MinterEllisonRuddWatts

LAWYERS

20th Floor, Lumley Centre, 88 Shortland Street, Auckland 1  
TEL + 64 9 3539700 FAX + 64 9 3539701  
[www.minterellison.co.nz](http://www.minterellison.co.nz)

TRADEMARK  
REEL: 003577 FRAME: 0017

# Deed of assignment of trade marks (US)

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# Details

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Date

March 12,

2007

## Parties

Name **Navman New Zealand** a corporation organised under the laws of New Zealand  
Short name **Assignor**  
Address 7-21 Kawana Street  
Northcote  
Auckland  
New Zealand

Name **Navico International Limited** a corporation organised under the laws of Jersey, Channel Islands  
Short name **Assignee**  
Address C/- Buddle Findlay  
Level 18, The PricewaterhouseCoopers Tower  
188 Quay Street  
Auckland  
New Zealand

## Background

- A On 1 January 2006 Navman Wireless NZ Limited (company number 1241306) and Navman New Zealand (company number 435279) amalgamated to become Navman New Zealand (company number 435279) under Part XIII of the New Zealand Companies Act 1993. Pursuant to New Zealand law the amalgamated company succeeded to all property, rights, powers and privileges of each of the amalgamated companies.
- B The Assignor is the owner and registered proprietor of the trade marks as set out in the attached Schedule (the **Trade Marks**).
- C Brunswick Corporation and Navico International Limited have entered into a Stock and Asset Purchase dated 14 February 2007 (**Agreement**) under which the Assignor, as a subsidiary of Brunswick Corporation, is required to assign all its right, title and interest in the Trade Marks to the Assignee.
- D The Assignor therefore proposes to assign all its right, title and interest in the Trade Marks to the Assignee on the terms and conditions set out in this Deed.

# Covenants

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By this Deed the parties agree as follows:

## 1. Definitions and interpretation

Any capitalised terms used in this Deed but not otherwise defined herein, shall have the meaning as defined in the Agreement

## 2. Assignment

For the consideration in the Agreement the Assignor hereby sells, assigns, transfers, sets over and delivers to the Assignee absolutely all its right, title and interest in and to the Trade Marks and the full and exclusive benefit of each of them together with the goodwill of the business sold to the Assignee under the Agreement connected with and symbolised by the foregoing Trade Marks to hold the same unto the Assignee absolutely, together with all income, royalties, damages or payments due on or after the date of this Deed, including without limitation, the right to recover and take all such proceedings as may be necessary for the recovery of damages or other forms of relief in respect of infringements of the Trade Marks whether taking place before or after the date of this Deed.

## 3. Assignment to be absolute

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

## 4. Counterparts

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

## 5. Governing law

This Deed 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.

## 6. Further assurance

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 Deed.

# Signing page

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EXECUTED as a deed

NAVMAN NEW ZEALAND by:

  
\_\_\_\_\_  
Signature of director

Marsha Theresa Vaughn  
\_\_\_\_\_  
Name of director

  
\_\_\_\_\_  
Signature of director

Marschall Irboden Smith  
\_\_\_\_\_  
Name of director

NAVICO INTERNATIONAL LIMITED by:

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

# Signing page

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EXECUTED as a deed

NAVMAN NEW ZEALAND by:


\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Name of director

NAVICO INTERNATIONAL LIMITED by:

  
\_\_\_\_\_  
Signature of director

Signature of director

EDWARD MOONE  
\_\_\_\_\_  
Name of director

Name of director

  
\_\_\_\_\_  
Signature of director

Signature of director

CAROL WILSON  
\_\_\_\_\_  
Name of director

Name of director

STATE OF Illinois )

) SS:

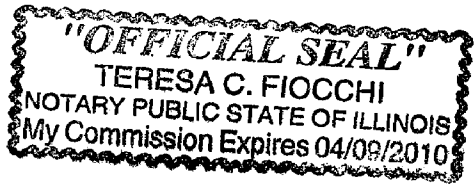
COUNTY OF Lake )

On this 12<sup>th</sup> day of March 2007, before me TERESA FIOCCHI (the undersigned notary) personally appeared Marshall Vaughn of Navman New Zealand, 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 authorised 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 by hand and official seal.

Teresa Fiocchi

Notary Public



STATE OF Illinois )

) SS:

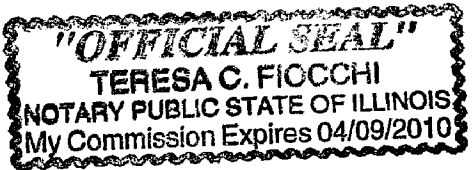
COUNTY OF Lake )

On this 12<sup>th</sup> day of March 2007, before me TERESA FIOCCHI (the undersigned notary) personally appeared Marshall Smith of Navman New Zealand, 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 authorised 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 by hand and official seal.

Teresa Fiocchi

Notary Public





## TRADE MARKS AND TRADE MARK APPLICATIONS

Mark	Country	Current Owner	Application No. and Date	Registration No. and Date	Goods/Services	Status
G-PILOT	U.S.	Navman NZ Limited	78/222,235 3/6/2003	2,910,402 12/14/2004	CLASS 9; MARINE AND LAND-BASED NAVIGATIONAL APPARATUS AND EQUIPMENT, NAMELY, RATE GYRO AND COMPASS, DISPLAY UNIT, CONTROL BOX, AND RUDDER FEEDBACK FOR AUTOPILOT; DIGITAL NAVIGATIONAL APPARATUS AND EQUIPMENT, NAMELY, AUTOPILOT; COURSE-KEEPING APPARATUS AND EQUIPMENT, NAMELY DIRECTIONAL COMPASSES; GLOBAL POSITIONING SYSTEMS, APPARATUS AND EQUIPMENT, NAMELY, GPS ANTENNAS, RECEIVERS AND SENSORS; ELECTRICAL AND ELECTRONIC COMMUNICATIONS EQUIPMENT FOR NAVIGATION, NAMELY, GPS ANTENNAS, RECEIVERS AND SENSORS; SATELLITES AND SATELLITE COMMUNICATIONS PROCESSORS; PARTS AND FITTINGS FOR THE AFORESAID GOODS; COMPUTER SOFTWARE AND HARDWARE FOR MARINE AND LAND-BASED NAVIGATION AND GPS APPARATUS AND EQUIPMENT FOR TRACKING AND COMMUNICATING WITH MARINE AND LAND-BASED VEHICLES.	Registered