Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MasterCraft Boat Company, LLC		110/03/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND)
Street Address:	ONE POST OFFICE SQUARE, SUITE 3600
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	74626286	MARISTAR
Serial Number:	73205059	MASTER CRAFT
Serial Number:	73559907	MASTER CRAFT
Serial Number:	74439135	MASTERCRAFT
Serial Number:	77089851	MASTERCRAFT
Serial Number:	77152555	MASTERCRAFT
Serial Number:	75428578	PROSTAR
Serial Number:	77045358	X1
Serial Number:	76528650	X2
Serial Number:	77045348	X7
Serial Number:	76326229	X-10
Serial Number:	77045247	X14
Serial Number:	77045337	X15
Serial Number:	76326230	X-30 TRADEMARK

REEL: 003635 FRAME: 0102

900088716

Serial Number:	77045325	X45
Serial Number:	76555043	X-80
Serial Number:	75312695	X-STAR

CORRESPONDENCE DATA

Fax Number: (212)755-7306

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-326-3939

Email: NYTEF@JONESDAY.COM

Correspondent Name: Ilene B. Tannen, Esq.

Address Line 1: 222 EAST 41ST STREET

Address Line 4: new york, NEW YORK 10017

NAME OF SUBMITTER:	llene B. Tannen
Signature:	/Ilene B Tannen/
Date:	10/08/2007

Total Attachments: 23

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2007 (this "Agreement"), between WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), as the Collateral Agent under the Guarantee and Security Agreement referred to below (together with its successors and assigns, the "Collateral Agent"), and MasterCraft Boat Company, LLC (the "Grantor").

WITNESSETH:

WHEREAS, MCBC Acquisition Corporation, a Delaware corporation ("Holdings"), MCBC Holdings, Inc., a Delaware corporation (the "Company") and the Subsidiary Guarantors (as defined therein) have entered into the Revolving Credit Agreement, dated as of October 3, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, Holdings, the Company and the Subsidiary Guarantors (including the Grantor) have entered into the Guarantee and Security Agreement, dated as of October 3, 2007 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Guarantee and Security Agreement") in favor of the Collateral Agent for the benefit of the Secured Parties (as defined therein);

WHEREAS, pursuant to the Guarantee and Security Agreement, the Grantor granted to the Collateral Agent for the benefit of the Secured Parties, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Trademarks; and

WHEREAS, the Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Collateral Agent in the Grantor's Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- SECTION 1. <u>Defined Terms</u>. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Guarantee and Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Guarantee and Security Agreement shall be applicable hereto.
- SECTION 2. <u>Grant of Security Interest</u>. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:
 - (i) all trademarks, trade names and service marks registered or pending with the United States Patent and Trademark Office owned by the Grantor (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);
 - (ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office owned by and filed by, or on behalf of, the Grantor (including, without limitation, those listed on <u>Schedule A</u> to this Agreement);

Trademark Security Agreement

- (iii) all trademarks, trade names and service marks owned by the Grantor and registered or pending with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;
- (iv) all trademarks, trade names and service marks owned by the Grantor and registered or pending with any office, agency or other governmental entity of any country other than the United States or any province, department or other governmental subdivision thereof;
 - (v) all registrations and recordings with respect to any of the foregoing;
 - (vi) all extensions and renewals of any of the foregoing;
- (vii) all corporate names, business names, trade styles, logos, other source or business identifiers owned by the Grantor;
- (viii) all unregistered or common law rights in all corporate names, business names, trade styles, logos and other source or business identifiers owned by the Grantor;
- (ix) all Trademark Licenses relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;
 - (x) all rights to sue for past, present or future infringements of any of the foregoing;
 - (xi) all good will related to any of the foregoing;
- (xi) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and
 - (xii) all proceeds of any and all of the foregoing.
- SECTION 3. Reference to Guarantee and Security Agreement. This Agreement has been entered into by the Grantor and the Collateral Agent primarily for recording purposes as contemplated by the Guarantee and Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Guarantee and Security Agreement, the terms and provisions of the Guarantee and Security Agreement shall govern.
- SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than sections 5-1401 and 5-1402 of the New York General Obligations Law).
- SECTION 5. <u>JURY TRIAL WAIVER</u>. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.
- SECTION 6. <u>INTERCREDITOR AGREEMENT GOVERNS</u>. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF OCTOBER 3, 2007, BY AND AMONG WELLS FARGO BANK, N.A., AS TRUSTEE UNDER THE INDENTURE (THE "TRUSTEE"), WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND) AS COLLATERAL AGENT FOR THE REVOLVING FACILITY SECURED PARTIES IDENTIFIED THEREIN (IN SUCH

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CAPACITY, THE "COLLATERAL AGENT"), AND WELLS FARGO BANK, N.A., AS COLLATERAL AGENT FOR THE NOTEHOLDER SECURED PARTIES IDENTIFIED THEREIN (IN SUCH CAPACITY, THE "NOTES COLLATERAL AGENT"), AND ACKNOWLEDGED BY MCBC ACQUISITION CORPORATION, A DELAWARE CORPORATION ("HOLDINGS"), MCBC HOLDINGS, INC., A DELAWARE CORPORATION (THE "COMPANY"), AND EACH OF THE OTHER GRANTORS (DEFINED THEREIN) THAT ACKNOWLEDGE SUCH AGREEMENT FROM TIME TO TIME, AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE "INTERCREDITOR AGREEMENT"). NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MasterCraft Boat Company, LLC,

as Grantos

Name: James A. Valkenaar, Jr.
Title: Executive Vice President, Chief

Financial Officer and Secretary

REEL: 003635 FRAME: 0107

Accepted and acknowledged by:

WACHOVIA CAPITAL FINANCE CORPORATION (NEW ENGLAND), as Collateral Agent

Ву:__

Name: Melissa A. Provost

Title: Director

Trademark Security Agreement

Schedule A to Trademark Security Agreement

(See attached.)

Trademark Security Agreement

NYI-4028847v1

MASTERCRAFT BOAT COMPANY, LLC

Active Trademark Portfolio as of July 25, 2007

Australia	Australia	Australia	COUNTRY
Master Craft FCH&S Ref.: 02673.604604	MASTERCRAFT FCH&S Ref.: 02673.600804	MARISTAR FCH&S Ref.: 02673.601204	MARK
Class 12: Boats, including power boats; water vehicles, including motorised water vehicles; trailers, parts, fittings and accessories in this class for boats and water vehicles	Class 12: Boats, including power boats; water vehicles, including motorised water vehicles; trailers, parts, fittings and accessories in this class for boats and water vehicles	Class 12: Boats, including power boats; water vehicles, including motorised water vehicles	GOODS/ SERVICES
1155775	1147831	1147789	APPLN, NO.
Jan. 10, 2007	Nov. 21, 2006	Nov. 21, 2006	FILING DATE
•		1147789	NO.
!	1	Jul. 2, 2007	REG. DATE
Awaiting examination	Response to Office Action due Jun. 15, 2008	Renewal due Nov. 21, 2016	STATUS

Brazil MAS' FC 026	Brazil MAS' FC 026	Australia X	Australia FC	Australia PI FC 026	COUNTRY
MASTERCRAFT FCH&S Ref.: 02673.600407	MASTERCRAFT FCH&S Ref.: 02673.602107	X-STAR FCH&S Ref.: 02673.600104	X2 FCH&S Ref.: 02673.603704	PROSTAR FCH&S Ref.: 02673.600304	MARK
Class 12.20: Buoys, life buoys	Class 12/ Local Class 7.35/60: Waterway vehicles, other vessels and their implements; parts, components and accessories of machines, vehicles, implements, devices and means of transportation	Class 12: Boats, including power boats; water vehicles, including motorised water vehicles	Class 12: Boats, including power boats; water vehicles, including motorised water vehicles	Class 12: Boats, including power boats; water vehicles, including motorised water vehicles not including motorised surfboards	SERVICES
817088920	813554187	1147771	1147780	1147784	NO.
Feb. 9, 1993	Dec. 6, 1987	Nov. 21, 2006	Nov. 21, 2006	Nov. 21, 2006	DATE
817088920	813554187	1147771	1		NO.
Nov. 23, 1999	Mar. 13, 1990	Jul. 2, 2007	}		DATE.
Renewal due between Nov. 23, 2008, and Nov. 22, 2009	Renewal due between Mar. 13, 2009 and Mar. 12, 2010	Renewal due Nov. 21, 2016	Response to Office Action due May 27, 2008	Published for opposition Jun. 21, 2007	STATUS

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COUNTRY	MARK	GOODS/ SERVICES	APPLN. NO.	FILING DATE	NG.	NEG.	STATUS
China	MASTERCRAFT FCH&S Ref.: 02673.60041X	Class 12: Boats and parts and accessories therefore, power and motorized boats for skiing and fishing, personal motorized watercraft, water vehicles	93100482	Oct. 28, 1993	1018741	May 28, 1997	Renewal due May 27, 2017
China	MasterCraft FCH&S Ref: 02673.60461X	Class 12: Boats, structural boat parts and boat trailers	5838500	Jan. 10, 2007	ſ	ı	Awaiting examination
Colombia	MASTERCRAFT FCH&S Ref.: 02673.602972	Class 12: Power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories thereof	03.107.818	Dec. 9, 2003	295.225	Jan. 19, 2005	Renewal duc Jan. 18, 2015
Denmark	MASTERCRAFT FCH&S Ref.: 02673.600414	Class 12: Motorized boats, and parts and accessories (not included in other classes) therefor	VA 1999 04318	Oct. 19, 1999	VR 2000 02319	May 26, 2000	Renewal due May 26, 2010

	T	100 6 NO. 10
Germany	France	COUNTRY
Master Craft FCH&S Ref.: 02673.601713	MASTERCRAFT FCH&S Ref.: 02673.600719	MARK
Classes 12, 25, 28: Vehicles for use on water, in the air and on the ground, especially powerboats, powered jetskis and parts of the aforementioned goods; clothing, shoes and hatgear; toys and games; sport and exercise equipment, especially towing ropes for waterskiing	Class 12: Vehicles, apparatus for locomotion by land, air or water, motor boats for fishing and skiing including individual motorized ship such as water scooter. Class 25: Clothing, footwear, headgear. Class 28: Games, playthings, gymnastic, and sporting articles not included in other classes, decorations for Christmas trees	GOODS/ SERVICES
M75155/12 wz	93/459079	APPLN. NO.
Jun. 3, 1993	Mar. 11, 1993	FILING
2 086 632	93 459 079	NG.
Dec. 8, 1994	Nov. 9, 1993	REG. DATE
Renewal due Jun. 30, 2013	Renewal due Mar. 10, 2013	STATUS

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Mexico	Mexico	Malaysia	Japan	COUNTRY
X-STAR FCH&S Ref.: 02673.6(0)135	MASTERCRAFT FCH&S Ref.: 02673.600435	MASTERCRAFT FCH&S Ref.: 02673.60042A	MASTERCRAFT FCH&S Ref.: 02673.600428	MARK
Class 12: Boats.	Class 12: Vehicles, apparatus for locomotion by land, air or water, particularly boats, namely power and motorized boats for skiing and fishing, including motorized watercraft and parts and accessories therefor	Class 12: Boats, namely power and motorized boats for skiing and fishing, including personal motorized watercraft and parts and accessories therefor	Class 12: Ships, parts and accessories thereof	GCODS/ SERVICES
352165	167463	9503285	05-025694	APPLN.
Oct. 27, 1998	May 12, 1993	Apr. 12, 1995	Mar. 17, 1993	PILING
595612	440027	9503285	3128489	REG.
Nov. 30, 1998	Aug. 18, 1993	Apr. 4, 2005 Effective date Apr. 12, 1995	Mar. 29, 1996	REG. DATE
Renewal due Oct. 27, 2008	Renewal due May 12, 2013	Renewal due Apr. 12, 2012	Renewal due Mar. 29, 2016	SULVIS

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Portugal Russian Federation	MARK MASTERCRAFT FCH&S Ref.: 02673.600441 MASTERCRAFT FCH&S Ref.: 02673.600444	Class 12: Motorized boats, and parts and accessories therefor	340933 340933 2004722734	FILING DATE Nov. 9, 1999 Oct. 5, 2004	REG. NO. 340933 300842	REG. DATE Sept. 9, 2001 Sept. 9, 2006	Renewal due Sept. 19, 2011 Declaration of Intent to Use due Sept. 19, 2016 Renewal due Oct. 5, 2014
Russian Federation	X-STAR FCH&S Ref.: 02673.600144	Class 12: Boats	2004722190	Sep. 28, 2004	309229	Jun. 23, 2006	
Singapore	MASTERCRAFT FCH&S Ref.: 02673.60041U	Class 12: Boats; power and motorized boats for skiing and fishing; motorized water crafts; parts and fittings for the aforesaid goods; all included in Class 12	S/1716/93	Mar. 9, 1993	T93/01716G	Jun. 18, 1998	

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South Africa	COUNTRY
MASTER CRAFT FCH&S Ref.: 02673.600648	MARK
Class 7: Engines and motors for yachts, boats and ships, parts, components, fittings and accessories for all the aforegoing; excluding lathes and parts and fittings therefor	GOODS/ SERVICES
1	APPLN, NO.
May 14, 1991	EILING DATE
91/3742	NEG.
Feb. 10, 1995	REG. DATE
Renewal due May 14, 2011	STATUS

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GOODS/ SERVICES NO. Class 9: Scientific, nautical, surveying, electric, photographic, cinematographic, optical, weighting, measuring,		NO.
	, Mo.	- Feb. 22, 1991
	Feb. 22, 1991	

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COUNTRY	MARK	GOODS/ SERVICES	APPLN.	FLING	REG,	REG. DATE	STATUS
Sweden	MASTERCRAFT FCH&S Ref.: 02673.600443	Class 12: Boats, including water sleds, and parts and accessories in the form of steering devices for boats, windshields, glove boxes and boat covers	93-02005	Mar. 5, 1993	260 689	Sep. 9, 1994	Renewal due Sep. 9, 2014
Switzerland	MASTERCRAFT FCH&S Ref.: 02673.600709	Classes 12, 25, 28: Boats namely power and motorized boats for skiing and fishing, clothing, bags cases, tow ropes, etc.	2596/1993.9	Mar. 11, 1993	409276	Apr. 21, 1994	Renewal due Mar. 11, 2013
United Kingdom	MASTERCRAFT FCH&S Ref.: 02673.600420	Class 12: Marine vehicles; boats; motorized boats; parts and fittings and accessories therefor	2213569	Nov. 6, 1999	2213569	Nov. 10, 2000	Renewal due Nov. 6, 2009
United Kingdom	Master Craft FCH&S Ref.: 02673.604620	Class 12: Marine vehicles, boats; motorised boats; structural boat parts; boat trailers; parts and fittings and accessories therefor	2448089	Mar. 1, 2007	I	i	Published for opposition on May 25, 2007
United Kingdom	FCH&S Ref.: 02673.600520	Class 12: Power boats for towing water skiers	1	1	1201758	Aug. 16, 1983	Renewal due Aug. 16, 2014

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COUNTRY	MARK	GOODS/ SERVICES	APPLN.	FILING DATE	REG.	REG. DATE	
United States	MasterCraft FCH&S Ref.: 02673.604600	Class 12: Boats, structural boat parts, boat trailers	77/152,555	Apr. 10, 2007	1	i I	·
United States	PROSTAR FCH&S Ref.: 02673.600300	Class 12: Boats	75/428,578	Feb. 4, 1998	2,275,631	Sep. 7, 1999	1999
United States	X1 FCH&S Ref.: 02673.604000	Class 12: Boats	77/045,358	Nov. 16, 2006	}	1	
United States	X2 FCH&S Ref.: 02673.603700	Class 12: Boats	76/528,650	Jul. 11, 2003	2,905,813	Nov. 30, 2004	2004
United States	X7 FCH&S Ref.: 02673.604100	Class 12: Boats	77/045,348	Nov. 16, 2006	1	:	

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Renewal due Aug. 11, 2008	Aug. 11, 1998	2,180,436	Jun. 23, 1997	75/312,695	Class 12: Boats	X-STAR FCH&S Ref.: 02673.600100	United States
Renewal due Aug. 24, 2014							
Aug. 24, 2010						FCH&S Ref.: 02673.603800	
Section 8 & 15	Aug. 24, 2004	2,876,949	Oct. 29, 2003	76/555,043	Class 12: Boats	X-80	United States
STATUS	REG. DATE	REG.	DATE	NO.	SERVICES	MARK	COUNTRY

TRADEMARK REEL: 003635 FRAME: 0126

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RECORDED: 10/08/2007