

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Raymarine, Inc.		02/17/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Lloyds TSB Bank PLC
Street Address:	25 Gresham Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2V 7HN
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3210260	GEAR UP
Serial Number:	78489206	SEE WHERE NAVIGATION IS GOING

CORRESPONDENCE DATA

Fax Number: (860)275-8299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8602758200
 Email: jscheib@rc.com
 Correspondent Name: Jacqueline P. Scheib
 Address Line 1: 280 Trumbull Street
 Address Line 4: Hartford, CONNECTICUT 06103

DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:
 Address Line 2:
 Address Line 3:

OP \$65.00 3210260

Address Line 4:

NAME OF SUBMITTER:

Jacqueline P. Scheib

Signature:

/Jacqueline P. Scheib/

Date:

02/24/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT
(Security Trustee)

This TRADEMARK SECURITY AGREEMENT, dated as of February 17, 2009 (this "Agreement"), is made between RAYMARINE, INC. (the "Grantor"), in favor of LLOYDS TSB BANK PLC (the "Bank" or the "Security Trustee").

W I T N E S S E T H :

Pursuant to an amended and restated facility agreement, dated as of 28 December 2008 (as further amended, supplemented, amended and restated or otherwise modified from time to time, the "Facility Agreement"), among Raymarine plc (the "Borrower"), Raymarine Holdings Limited, Raymarine UK Limited, Raymarine, Inc., Raymarine 2002 Limited, SDM Electronique S.A.S., Eissing GmbH, Raymarine Asia Pty. Ltd., Navsystems Oy, the financial institutions listed in Part II of Schedule 1 to the Facility Agreement (the "Lenders") and the Security Trustee, the Bank has agreed to make the facility to the Borrower in accordance with the terms set forth therein. The Grantor is a subsidiary of the Borrower and in order to induce the Bank to make the facility available to the Borrower in accordance with the terms of the Facility Agreement, the Grantor has agreed, pursuant to the Facility Agreement, to guarantee the Delaware Guaranteed Obligations. As security for such guarantee, the Bank has required the Grantor to enter into a Security and Pledge Agreement, dated as of February 17, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Facility Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Security Trustee a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Delaware Guaranteed Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and mortgages, to the Security Trustee, for its benefit, and hereby grants to the Security Trustee, for its benefit, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral");

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired

including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations thereof and all applications in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Security Trustee in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Security Trustee for its benefit under the Security Agreement. The Security Agreement (and all rights and remedies of the Security Trustee and the Security Trustee thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the disposition of Trademark Collateral approved in writing by the Security Trustee or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such disposition or termination, the Security Trustee will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Security Trustee hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Security Trustee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the

terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Finance Document. This Agreement is a Finance Document executed pursuant to the Facility Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

RAYMARINE, INC.

By: K. A. Murphy
Name: Kevin A. Murphy
Title: Senior Vice President - Finance, Americas

LLOYDS TSB BANK PLC

By: Jonathan Alpert
Title: RELATIONSHIP DIRECTOR.

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks – Raymarine, Inc.

TRADEMARK	APPL/REG NO.
GEAR UP	3,210,260
SEE WHERE NAVIGATION IS GOING	78/489,206

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.