

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WELLS FARGO BANK, NATIONAL ASSOCIATION		02/20/2009	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GENMARK IP LLC		
<b>Street Address:</b>	80 South Eighth Street		
<b>City:</b>	MINNEAPOLIS		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2693096	PRO-TRAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)766-1600		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-766-7000		
<b>Email:</b>	trademarkmpls@faegre.com		
<b>Correspondent Name:</b>	Faegre & Benson LLP Attn: Kerry Thompson		
<b>Address Line 1:</b>	90 South Seventh Street		
<b>Address Line 2:</b>	2200 Wells Fargo Center		
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402-3901		
<b>ATTORNEY DOCKET NUMBER:</b>	10181-317943		
<b>NAME OF SUBMITTER:</b>	Kerry R. Thompson, Paralegal		
<b>Signature:</b>	/Kerry R. Thompson/		

OP \$40.00 2693096

Date:

02/27/2009

**Total Attachments: 6**

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## ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT is made as of February 20, 2009 by and among Genmar Holdings, Inc., a Delaware corporation ("**Genmar Holdings**"), Minstar, LLC, a Delaware limited liability company (formerly Minstar, Inc., a Delaware corporation), Triumph Boat Rentals, L.L.C., a Delaware limited liability company, Genmar Yacht Group, L.L.C., a Delaware limited liability company (formerly known as Carver Boat Corporation, L.L.C., a Delaware limited liability company), Genmar Industries, Inc., a Delaware corporation ("**Genmar Industries**"), Wood Manufacturing Company, Inc., an Arkansas corporation, Genmar Michigan, L.L.C., a Delaware limited liability company (formerly known as Four Winns Boats, L.L.C., a Delaware limited liability company), Genmar IP LLC, a Delaware limited liability company ("**Genmar IP**"), Genmar Manufacturing of Kansas, Inc., a Delaware corporation, Genmar Minnesota, Inc., a Delaware corporation (formerly known as Larson/Glastron Boats, Inc., a Delaware corporation, and successor by merger to Seaswirl Boats, Inc., a Delaware corporation), Genmar Tennessee, Inc., a Delaware corporation (formerly known as Stratos Boats, Inc., a Delaware corporation), Triumph Boats, Inc., a Delaware corporation, VEC Technology, Inc., a Delaware corporation, Genmar Florida, Inc., a Delaware corporation (formerly known as Wellcraft Marine Corp., a Delaware corporation), VEC Management Co., L.L.C., a Delaware limited liability company, VEC Leasing Services, L.L.C., a Delaware limited liability company, Genmar Transportation, Inc., a Delaware corporation, Windsor Craft Yachts, L.L.C., a Delaware limited liability company, Carver Italia, L.L.C., a Delaware limited liability company, Carver Yachts International, L.L.C., a Delaware limited liability company, Marine Media, LLC, a Delaware limited liability company, and Carver Industries, L.L.C., a Delaware limited liability company (collectively, the "**Debtors**" and, each, a "**Debtor**"), and Wells Fargo Bank, National Association, a national banking association, acting through its Wells Fargo Business Credit operating division, in its capacity as administrative agent for certain banks and financial institutions (in such capacity as administrative agent, the "**Secured Party**"), for the benefit of Brunswick Corporation, a Delaware corporation.

### WITNESSETH:

WHEREAS, the Secured Party, certain of the Debtors and certain banks and financial institutions are parties to that certain Credit and Security Agreement dated as of July 1, 2005, as amended by that First Amendment to Credit and Security Agreement and Waiver of Defaults dated as of October 20, 2006, the Second Amendment to Credit and Security Agreement dated as of April 11, 2007, the Third Amendment to Credit and Security Agreement dated as of April 30, 2007, the Fourth Amendment to Credit and Security Agreement dated as of July 16, 2007, and the Fifth Amendment to Credit and Security Agreement dated as of September 27, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "**Prior Credit Agreement**");

WHEREAS, in connection with the Prior Credit Agreement, certain of the Debtors previously executed and delivered to the Secured Party that certain Patent and

Trademark Security Agreement dated as of July 1, 2005 (the “**Prior Security Agreement**”);

WHEREAS, the Secured Party, the Debtors and certain banks and financial institutions are parties to that certain Amended and Restated Credit and Security Agreement dated as of November 1, 2007, as amended by that Forbearance Agreement and First Amendment to Amended and Restated Credit and Security Agreement dated as of December 17, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Credit Agreement**”);

WHEREAS, the Secured Party and the Debtors are parties to that certain Amended and Restated Patent and Trademark Security Agreement dated as of November 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “**Amended and Restated Security Agreement**”), which was recorded in the Assignment Division of the United States Patent and Trademark Office on November 5, 2007 at Reel 003654, Frame 0779;

WHEREAS, under the Prior Security Agreement and the Amended and Restated Security Agreement, Genmar IP pledged and assigned to the Secured Party a security interest in the Trademark described on Exhibit A hereto (the “**Released Trademark**”), together with (a) the respective goodwill associated with the Released Trademark, (b) the licenses, fees or royalties with respect to the Released Trademark, (c) the right to sue for past, present and future infringement, dilution and damages for the Released Trademark, and (d) the licenses under the Released Trademark (together with the Released Trademark, the “**Released Collateral**”);

WHEREAS, the Released Collateral had earlier been sold to, and purchased by, Brunswick Corporation, a Delaware corporation, under that certain Stock Purchase Agreement dated as of March 5, 2004 by and among Genmar Holdings, Genmar Industries and Genmar IP, as sellers, and Brunswick Corporation, as buyer;

WHEREAS, Genmar IP sold its right, title and interest in and to the Released Collateral prior to the execution of the Prior Credit Agreement, the Prior Security Agreement, the Amended and Restated Credit Agreement and the Amended and Restated Security Agreement;

WHEREAS, the Debtors have requested that the Secured Party acknowledge that it does not maintain a security interest in the Released Collateral to the extent that Genmar IP did not hold any right, title or interest in or to the Released Collateral after March 5, 2004;

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

1. each of the Debtors hereby represents and warrants that the recitals set forth above, each of which are incorporated herein, are true and correct and omit no material fact necessary to make each recital not misleading; and


2. to the extent that none of the Debtors owns any right, title or interest in or to the Released Collateral, the Secured Party hereby acknowledges that it does not maintain a security interest in the Released Collateral, notwithstanding any statement or filing to the contrary contained in, or related to, the Amended and Restated Credit Agreement or the Amended and Restated Security Agreement.

*Signature Page Follows*

IN WITNESS WHEREOF, the Debtors and the Secured Party have caused this Acknowledgement to be duly executed by their respective duly authorized officers as of the day and year first above written.

c/o Genmar Holdings, Inc.  
80 South 8<sup>th</sup> Street  
Minneapolis, MN 55402  
Telecopier: (612) 337-1994  
Attention: David J. Huls  
e-mail: david.huls@genmar.com

**GENMAR HOLDINGS, INC.,  
MINSTAR, LLC,  
TRIUMPH BOAT RENTALS, L.L.C.  
GENMAR YACHT GROUP, L.L.C.  
GENMAR INDUSTRIES, INC.,  
WOOD MANUFACTURING COMPANY, INC.,  
GENMAR MICHIGAN, L.L.C.  
GENMAR IP LLC  
GENMAR MANUFACTURING OF KANSAS, INC.,  
GENMAR MINNESOTA, INC.,  
GENMAR TENNESSEE, INC.  
TRIUMPH BOATS, INC.,  
VEC TECHNOLOGY, INC.,  
GENMAR FLORIDA, INC.,  
VEC MANAGEMENT CO. L.L.C.,  
VEC LEASING SERVICES, L.L.C.,  
GENMAR TRANSPORTATION, INC.  
WINDSOR CRAFT YACHTS, L.L.C.,  
CARVER ITALIA, L.L.C.,  
CARVER YACHTS INTERNATIONAL, L.L.C.,  
MARINE MEDIA, LLC, and  
CARVER INDUSTRIES, L.L.C., as Debtors**

By:   
Name: David Huls  
Title: VP

Wells Fargo Bank, National Association  
MAC N9312-040  
109 South Seventh Street  
Roanoke Building, 7th Floor  
Minneapolis, Minnesota 55402  
Attention: Kimberly Leppanen  
e-mail: kimberly.leppanen@wellsfargo.com

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Secured Party**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*(Signature page to Acknowledgement)*

**TRADEMARK  
REEL: 003943 FRAME: 0528**

IN WITNESS WHEREOF, the Debtors and the Secured Party have caused this Acknowledgement to be duly executed by their respective duly authorized officers as of the day and year first above written.

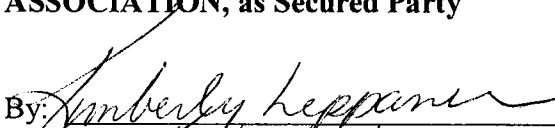
c/o Genmar Holdings, Inc.  
80 South 8<sup>th</sup> Street  
Minneapolis, MN 55402  
Telecopier: (612) 337-1994  
Attention: David J. Huls  
e-mail: david.huls@genmar.com

**GENMAR HOLDINGS, INC.,  
MINSTAR, LLC,  
TRIUMPH BOAT RENTALS, L.L.C.  
GENMAR YACHT GROUP, L.L.C.  
GENMAR INDUSTRIES, INC.,  
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GENMAR MICHIGAN, L.L.C.  
GENMAR IP LLC  
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GENMAR MINNESOTA, INC.,  
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VEC MANAGEMENT CO. L.L.C.,  
VEC LEASING SERVICES, L.L.C.,  
GENMAR TRANSPORTATION, INC.  
WINDSOR CRAFT YACHTS, L.L.C.,  
CARVER ITALIA, L.L.C.,  
CARVER YACHTS INTERNATIONAL, L.L.C.,  
MARINE MEDIA, LLC, and  
CARVER INDUSTRIES, L.L.C., as Debtors**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Wells Fargo Bank, National Association  
MAC N9312-040  
109 South Seventh Street  
Roanoke Building, 7th Floor  
Minneapolis, Minnesota 55402  
Attention: Kimberly Leppanen  
e-mail: kimberly.leppanen@wellsfargo.com

**WELLS FARGO BANK, NATIONAL  
ASSOCIATION, as Secured Party**

By:   
Name: Kimberly Leppanen  
Title: Vice President

*(Signature page to Acknowledgement)*

**EXHIBIT A**

<b>Mark</b>	<b>Owner</b>	<b>Registration No.</b>	<b>Reel/Frame</b>
PRO-TRAC	GENMAR IP LLC	2693096	003654/0779