

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nationsbank, N.A.	FORMERLY NationsBank of North Carolina, N.A.	05/31/1996	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Boston Whaler, Inc.
Street Address:	100 Whaler Way
City:	Edgewater
State/Country:	FLORIDA
Postal Code:	32141
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1486859	
Registration Number:	0813844	
Registration Number:	0800611	BOSTON WHALER
Registration Number:	0802139	BOSTON WHALER SQUALL
Registration Number:	1920819	IMPACT
Registration Number:	1109963	OUTRAGE
Registration Number:	0774870	WHALER

CORRESPONDENCE DATA

Fax Number: (847)735-4330

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

Phone: 847-735-4354

Email: adam.airhart@brunswick.com

Correspondent Name: Adam Airhart

Address Line 1: One North Field Court

900130622

TRADEMARK
REEL: 003962 FRAME: 0165

CH \$190.00 1486859

Address Line 4: Lake Forest, ILLINOIS 60045

ATTORNEY DOCKET NUMBER:	BW 1996 RELEASE
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NAME OF SUBMITTER:	Joan E. L. Cannon
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Signature:	/JELC/
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Date:	03/31/2009
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Total Attachments: 5

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**RELEASE OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST PATENTS AND TRADEMARKS (the "Release") is entered into as of this 31st day of May, 1996 by **NATIONSBANK, N.A.**, a national banking association formerly known as NationsBank of North Carolina, National Association, as Agent (the "Agent") for the benefit of the lenders (the "Lenders") who are parties to the Credit Facilities and Reimbursement Agreement dated as of October 11, 1994, as amended pursuant to that certain Amendment No. 1 to Credit Facilities and Reimbursement Agreement dated as of April 26, 1995, as further amended pursuant to that certain letter agreement dated as of December 15, 1995 and further amended pursuant to that certain Amendment No.2 to Credit Facilities and Reimbursement Agreement dated as of January 19, 1996 and subject to the terms of those certain other agreements dated as of February 29, 1996 and March 29, 1996, each among the Borrower (as defined hereinafter), the Agent and the Lenders (as so amended and as from time to time further amended, supplemented or replaced, the "Credit Agreement"), among Meridian Sports Incorporated (the "Borrower"), the Lenders and the Agent;

W I T N E S S E T H:

WHEREAS, Boston Whaler, Inc., a Massachusetts corporation and wholly owned Subsidiary of the Borrower, has jointly and severally guaranteed the obligations of the Borrower under the Credit Agreement pursuant to that certain Guaranty Agreement dated as of October 19, 1994 among Boston Whaler, the other Subsidiaries party thereto (together with Boston Whaler, the "Guarantors") and the Agent (the "Guaranty") and has granted a security interest in certain of its tangible and intangible personal property pursuant to (a) that certain Trademark Security Agreement dated as of October 19, 1994 among the Borrower, the Guarantors and the Agent (the "Trademark Security Agreement") and (c) that certain Patent Security Agreement dated as of October 19, 1994 among the Borrower, the Guarantors and the Agent (the "Patent Security Agreement" and together with the Trademark Security Agreement, the "Security Agreements"); and

WHEREAS, the Patent Security Agreement and the Trademark Security Agreement were filed in the United States Patent and Trademark Office to evidence the security interests granted to the Agent and the Lenders;

WHEREAS, the Borrower has requested that the Agent and the Lenders (a) release Boston Whaler as a party to the Security Agreements and terminate and release the liens and interests of the Agent and the Lenders in certain Trademarks, Patents and Licenses (each as defined in the Security Agreements) owned by Boston Whaler and (b) execute and deliver evidence of such termination and release for filing in the United States Patent

and Trademark Office, all in connection with the sale of the assets of Boston Whaler by the Borrower pursuant to the terms of that certain Asset Purchase Agreement dated as of March 29, 1996 by and among the Borrower, Boston Whaler and Brunswick Corporation; and

WHEREAS, the Agent and the Lenders have agreed to such release and termination pursuant to and subject to the conditions of that certain Release and Reaffirmation Agreement dated as of the date hereof among the Borrower, the Guarantors, the Agent and the Lenders;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent on behalf of the Lenders hereby acknowledges and agrees as follows:

1. Acknowledgement of Termination of Patent Security Interests. All rights and security interests in the Patents and Licenses (as defined in the Patent Security Agreement) identified as Exhibit A attached hereto and incorporated herein by reference, which were granted under the Patent Security Agreement, recorded on March 30, 1995 in the United States Patent and Trademark Office beginning at Reel 7405, Frame 0134, and further recorded on August 24, 1995 in the United States Patent and Trademark Office beginning at Reel 7603, Frame 0048, have been terminated and released pursuant to the Release and Reaffirmation Agreement and are of no further force and effect.

2. Acknowledgement of Termination of Trademark Security Interests. All rights and security interests in the Trademark Collateral (as defined in the Trademark Security Agreement) identified on Exhibit B attached hereto and incorporated herein by reference, which were granted under the Trademark Security Agreement, recorded on March 30, 1995, in the United States Patent and Trademark Office beginning at Reel 1315, Frame 0227, have been terminated and released pursuant to the Release and Reaffirmation Agreement and are of no further force and effect.

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IN WITNESS WHEREOF, the Agent has caused this Release to be
duly executed and delivered by its officer thereunto duly
authorized as of the date first above written.

AGENT:

NATIONSBANK, N.A., as Agent

By: Aissa Woodward
Name: Aissa Woodward
Title: Corporate Finance Officer

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

On the 30th day of May, 1996, before me personally came Alissa Woodworth, to me known, who, being by me duly sworn, did depose and say she is corporate finance officer of NationsBank, N.A., the national banking association described in and which executed the above instrument.

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"OFFICIAL SEAL"  
Sharon Klockowski  
Notary Public, State of Illinois  
My Commission Expires 03/25/98  
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Sharon Klockowski
Notary Public

[Notarial Seal]

Release of Boston Whaler, Inc.
from Meridian/NationsBank Credit Facility Documents

SCHEDULE OF TRADEMARKS

NAME OF ENTITY	TRADEMARK NAME	REGISTRATION NUMBER	SERIAL NUMBER	ISSUE DATE
Boston Whaler, Inc.	*ACCUTRACK	-	75/001385	Application Pending; Filed October 4, 1995
Boston Whaler, Inc.	*BOSTON WHALER	-	557991	Application Pending; Filed August 8, 1994
Boston Whaler, Inc.	*BOSTON WHALER	-	74/522769	Application Pending; Filed May 10, 1994
Boston Whaler, Inc.	BOSTON WHALER	800611	212105	December 21, 1965
Boston Whaler, Inc.	BOSTON WHALER LOGO	813844	212104	August 30, 1966
Boston Whaler, Inc.	BOSTON WHALER SQUALL AND LOGO	802139	215492	January 18, 1966
Boston Whaler, Inc.	*CROSS TACKLE	-	75/001383	Application Pending; Filed October 4, 1995
Boston Whaler, Inc.	DAUNTLESS	1884834	522701	March 21, 1995
Boston Whaler, Inc.	HARPOON	1080302	121624	December 27, 1977
Boston Whaler, Inc.	HARPOON AND SHIP HULL DESIGN	697033	67051	May 3, 1960
Boston Whaler, Inc.	IMPACT	19200819	345619	September 19, 1995
Boston Whaler, Inc.	OUTRAGE	1109963	158234	December 26, 1978
Boston Whaler, Inc.	RAGE	1749361	230461	January 26, 1993
Boston Whaler, Inc.	REVENGE	1109962	158233	December 26, 1978
Boston Whaler, Inc.	SMIRK DESIGN	1486859	664591	May 3, 1988
Boston Whaler, Inc.	SQUALL	760261	162605	November 19, 1963
Boston Whaler, Inc.	*UNIBOND	-	75/001384	Application Pending; Filed October 4, 1995
Boston Whaler, Inc.	WHALER	774870	182321	August 11, 1964
Boston Whaler, Inc.	+BOSTON WHALER TECHNOLOGIES	-	522770	Filed May 10, 1994

*New. Not included on schedule in Trademark Security Agreement.
+Not included on schedule in Trademark Security Agreement; not included in fax.