

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Under Sea Industries, Inc.		05/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	10 South Dearborn		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1619960	ELITE	
Registration Number:	1627191	ELITE	
Registration Number:	0381413	SILVA	
Registration Number:	0884970	FREIGHTER	
CORRESPONDENCE DATA			
Fax Number:	(214)981-3400		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	214-981-3483		
Email:	dclark@sidley.com		
Correspondent Name:	Dusan Clark, Esq.		
Address Line 1:	Sidley Austin LLP		
Address Line 2:	717 N. Harwood St. Suite 3400		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	36084-32330		
NAME OF SUBMITTER:	Dusan Clark		

CH \$115.00 1619960

Signature:	/Dusan Clark/
Date:	06/01/2009
Total Attachments: 4 source=CGSI-TM Under Sea Industries#page1.tif source=CGSI-TM Under Sea Industries#page2.tif source=CGSI-TM Under Sea Industries#page3.tif source=CGSI-TM Under Sea Industries#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Confirmatory Grant") is made effective as of May 29, 2009 by and from UNDER SEA INDUSTRIES, INC., a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., a national banking association ("JPMorgan"), as Administrative Agent under and as defined in the Credit Agreements referenced below (together with its successors and assigns in such capacity, the "Secured Party").

WHEREAS, Johnson Outdoors Inc. (the "Company"), the financial institutions from time to time party thereto and JPMorgan, as Administrative Agent are party to that certain Amended and Restated Credit Agreement (Revolving), dated as of January 2, 2009, as amended to date (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement").

WHEREAS, the Company, the financial institutions from time to time party thereto and JPMorgan, as Administrative Agent are party to that certain Amended and Restated Credit Agreement (Term), dated as of January 2, 2009, as amended to date (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Credit Agreement" and, collectively with the Revolving Credit Agreement, the "Credit Agreements").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Obligations under the Credit Agreements pursuant to (i) a Guaranty dated October 7, 2005 and (ii) a Guaranty dated February 12, 2008 (collectively, as such agreements be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor, certain other Subsidiaries of the Company and the Secured Party have entered into an Amended and Restated Pledge and Security Agreement dated May 29, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

UNDER SEA INDUSTRIES, INC.

By: Donald P. Sesterhenn
Name: Donald P. Sesterhenn
Title: Director

STATE OF WISCONSIN)
MILWAUKEE COUNTY)

Donald P. Sesterhenn, known to me to be a Director of Under Sea Industries, Inc., personally came before me this 29th day of May 2009, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of Under Sea Industries, Inc. and pursuant authority duly received.




(SEAL)

Chris E. Rely
Notary Public, State of Wisconsin
My Commission Expires: is permanent

*Signature Page to
Confirmatory Grant of Security Interest
in United States Trademarks*

**TRADEMARK
REEL: 003996 FRAME: 0809**

CONFIRMATORY GRANT OF SECURITY INTEREST
 IN UNITED STATES TRADEMARKS
 Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Registration Date	Registration No.
ELITE & DESIGN ¹ 	October 30, 1990	1,619,960
ELITE & TENT DESIGN ² 	December 11, 1990	1,627,191
SILVA & DESIGN ³ 	September 24, 1940	381,413
FREIGHTER ⁴	January 27, 1970	884,970

¹ Title rests with Johnson Camping, Inc., which was merged into Grantor, which subsequently distributed all of its assets to Johnson Outdoors Inc.

² Title rests with Johnson Camping, Inc., which was merged into Grantor, which subsequently distributed all of its assets to Johnson Outdoors Inc.

³ Title rests with Johnson Camping, Inc., which was merged into Grantor, which subsequently distributed all of its assets to Johnson Outdoors Inc.

⁴ Title rests with Johnson Camping, Inc., which was merged into Grantor, which subsequently distributed all of its assets to Johnson Outdoors Inc.

Exhibit A