

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	SECURITY INTEREST														
CONVEYING PARTY DATA															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">Name</th> <th style="text-align: center;">Formerly</th> <th style="text-align: center;">Execution Date</th> <th style="text-align: center;">Entity Type</th> </tr> <tr> <td>Brunswick Corporation</td> <td></td> <td>08/24/2009</td> <td>CORPORATION: DELAWARE</td> </tr> <tr> <td>Brunswick Bowling & Billiards Corporation</td> <td></td> <td>08/24/2009</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Brunswick Corporation		08/24/2009	CORPORATION: DELAWARE	Brunswick Bowling & Billiards Corporation		08/24/2009	CORPORATION: DELAWARE			
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<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Name:</td> <td>JPMorgan Chase Bank, N.A</td> </tr> <tr> <td>Street Address:</td> <td>1111 Fannin Street</td> </tr> <tr> <td>Internal Address:</td> <td>10th Floor</td> </tr> <tr> <td>City:</td> <td>Houston</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>77002-8069</td> </tr> <tr> <td>Entity Type:</td> <td>National Association: UNITED STATES</td> </tr> </table>	Name:	JPMorgan Chase Bank, N.A	Street Address:	1111 Fannin Street	Internal Address:	10th Floor	City:	Houston	State/Country:	TEXAS	Postal Code:	77002-8069	Entity Type:	National Association: UNITED STATES	
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PROPERTY NUMBERS Total: 3															
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CORRESPONDENCE DATA															
<p>Fax Number: (650)251-5002 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (650) 251-6108 Email: jnull@stblaw.com Correspondent Name: Marcela Robledo Address Line 1: 2550 Hanover Street Address Line 4: Palo Alto, CALIFORNIA 94304</p>															
ATTORNEY DOCKET NUMBER:	509335/1377														

OP \$90.00 3036334

900142007

TRADEMARK
REEL: 004053 FRAME: 0805

NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	08/27/2009
Total Attachments: 7 source=Supplemental Short Form SI Grant to ABL#page1.tif source=Supplemental Short Form SI Grant to ABL#page2.tif source=Supplemental Short Form SI Grant to ABL#page3.tif source=Supplemental Short Form SI Grant to ABL#page4.tif source=Supplemental Short Form SI Grant to ABL#page5.tif source=Supplemental Short Form SI Grant to ABL#page6.tif source=Supplemental Short Form SI Grant to ABL#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS (this "Agreement"), effective as of August 24, 2009 is made by Brunswick Corporation, a Delaware corporation (the "Borrower") and the subsidiaries of the Borrower listed on the signature pages hereof (together with the Borrower, the "Grantors") in favor of JPMorgan Chase Bank, N.A, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") party to the Amended and Restated Credit Agreement, dated as of December 19, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, certain subsidiaries of the Borrower, the Administrative Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of December 19, 2008, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and Patents; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other extensions of credit to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks and Patents (including, without limitation, those items listed on Schedule I hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in

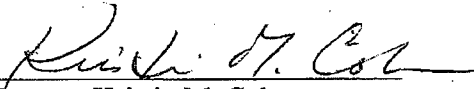
connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BRUNSWICK CORPORATION

By: 
Name: Kristin M. Coleman
Title: Vice President, General Counsel and
Secretary

Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


BRUNSWICK BOWLING & BILLIARDS CORPORATION

By: Nancy A. Hartman
Name: Nancy A. Hartman
Title: Assistant Secretary

Date:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JPMorgan Chase Bank, N.A.
as Administrative Agent for the Lenders

By: 
Name: **TONY YUNG**
Title: **VICE PRESIDENT**

Date: *August 25, 2009*

Schedule I

U.S. Patent Registrations and Applications

Name of Grantor	Patent Description	Issue Date	Patent Number
Brunswick Corporation	MULTIPURPOSE CONTROL MECHANISM FOR A MARINE VESSEL	1/28/2003	RE39,032

U.S. Trademark Registrations and Applications

Name of Grantor	Trademark	Registration Date	Registration Number
Brunswick Corporation	ARCTIC STAR	12/27/2005	3,036,334
Brunswick Corporation	AIR-HOCKEY	4/13/1976	1,037,909
Brunswick Bowling & Billiards Corporation	FOOSBALL MAN DESIGN	12/18/2007	3,358,286