

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
CC Marine Brand Acquisition, LLC		01/04/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	11140 State Bridge Road		
Internal Address:	Attn: Christopher W. Woomer, Senior Vice President		
City:	Alpharetta		
State/Country:	GEORGIA		
Postal Code:	30022		
Entity Type:	banking corporation: ALABAMA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	0234707	CHRIS-CRAFT	
Registration Number:	0737045	CHRIS-CRAFT	
Registration Number:	0774868	CHRIS-CRAFT	
Registration Number:	0845304	COMMANDER	
Registration Number:	0841952	ROAMER	
Registration Number:	0858829	LANCER	
Registration Number:	2913602	CHRIS CRAFT	
Registration Number:	3169058	CHRIS CRAFT	
Registration Number:	3165567	CHRIS CRAFT	
Registration Number:	3174456	CHRIS CRAFT	
Registration Number:	3174457	CHRIS CRAFT	
Registration Number:	3208750	CORSAIR	
Registration Number:	3673578		

OP \$365.00 0234707

900151248

TRADEMARK
 REEL: 004124 FRAME: 0557

Registration Number:

3664045

CHRIS-CRAFT

CORRESPONDENCE DATA

Fax Number: (404)581-8330

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

Phone: 404-581-8275

Email: srbrown@jonesday.com

Correspondent Name: Sidney R. Brown

Address Line 1: 1420 Peachtree Street, N.E.

Address Line 2: Suite 800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

397168-600027

NAME OF SUBMITTER:

Sidney R. Brown

Signature:

/Sidney R. Brown/

Date:

01/05/2010

Total Attachments: 7

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**AMENDED AND RESTATED GRANT OF SECURITY INTEREST
(Trademarks and Licenses)**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST, dated January 4, 2010, is made by CC Marine Brand Acquisition, LLC, a Delaware limited liability company (the "Grantor"), in favor of Regions Bank, an Alabama banking corporation (the "Grantee").

WHEREAS, the Grantor, the Grantee, Chris Craft Corporation, a Delaware corporation (the "Borrower"), Chris-Craft Limited, a Jersey company, Carolina Property Acquisition LLC, a Delaware limited liability company, and CC Property Acquisition, LLC, a Delaware limited liability company, have entered into that certain Amended and Restated Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Credit Agreement);

WHEREAS, the Grantor executed a Guaranty in favor of the Grantee dated as of October 24, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty"), guarantying the Obligations (as defined in the Guaranty) of Borrower to Grantee, including, without limitation, the Obligations arising under the Credit Agreement (collectively, the "Obligations");

WHEREAS, the Grantor and the Grantee entered into that certain Grant of Security Interest (Trademarks and Licenses) dated as of November 1, 2006 (as amended, restated, supplemented, or otherwise modified from time to time prior to the date hereof, the "Existing Grant of Security Interest");

WHEREAS, the Grantor has requested that the Existing Grant of Security Interest be amended and restated as set forth herein;

WHEREAS, the Grantor owns the trademarks (including service marks), trademark applications, trademark registrations and trade names listed on Schedule 1 hereto, along with the goodwill appurtenant thereto, and any and all (i) renewals thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) rights to sue for past, present and future infringements thereof, and (iv) rights corresponding to all of the foregoing throughout the world (all of the foregoing trademarks (including service marks), trademark applications, trademark registrations, trade names, fictitious names, service marks, together with the items described in the foregoing clauses (i) through (iv), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

WHEREAS, the Grantor might in the future become a party to license agreements with third parties whether the Grantor is a licensor or licensee under any such license agreement, along with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future breaches or infringements thereof, (iii) rights to sue for past, present and future breaches or infringements thereof, (iv) rights to sell, prepare for sale or rental, sell, rent, and advertise for sale or rental, all

inventory now or hereafter owned by the Grantor and now or hereafter covered by such licenses, and (v) rights corresponding to all of the foregoing (all of the foregoing licenses together with the items described in the foregoing clauses (i) through (v) are sometimes hereinafter individually and/or collectively referred to as the "Licenses"); and

WHEREAS, it is a condition precedent to the effectiveness of the Credit Agreement that the Grantor shall have executed and delivered this Grant of Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the payment, performance and observance of all of the Obligations, the Grantor does hereby mortgage, pledge and grant to the Grantee a lien on and security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) each Trademark, each Trademark registration and each application to register a Trademark owned by the Grantor, including, without limitation, each Trademark, Trademark registration, and Trademark application referred to in Schedule 1 hereto;

(ii) each interest in a License;

(iii) all applications to renew any Trademark registration;

(iv) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement or breach of any Trademark or License;

(v) all unregistered Trademarks owned by the Grantor, each such Trademark set forth in Schedule 1 hereto, and all future applications to register and registrations of the Trademarks;

(vi) the entire goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks and Licenses; and

(vii) all trade styles, trade dress, copyrights and other intellectual property owned by Grantor and used in connection with the Trademarks.

The Grantor agrees that until the Obligations shall have been satisfied in full in cash and the Borrower's credit facilities with the Grantee including, without limitation, the credit facilities set forth in the Credit Agreement (collectively, the "Credit Facilities"), and all commitments to lend thereunder, shall have been terminated, the Grantor will not, without the Grantee's prior written consent, enter into any agreement (for example, a license agreement) which is inconsistent with the Grantor's obligations under this Grant of Security Interest and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would affect the validity or enforceability of the rights transferred to the Grantee under this Grant of Security Interest.

The Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the trademarks, and the registrations and applications therefor filed with the United States Patent and Trademark Office, the Canadian Patent Office, the UK Patent Office

and/or the Office for Harmonization of the Internal Market (OHIM) for the European Community now owned by the Grantor. If, before the Obligations shall have been satisfied in full and the Credit Facilities shall have been terminated, the Grantor shall (i) obtain rights to any new trademarks, tradenames, fictitious names, or the applications or registrations therefor, or (ii) become entitled to the benefit of any trademark, or any application or registration therefor, the provisions of this Grant of Security Interest shall automatically apply thereto and the Grantor shall give to the Grantee prompt written notice thereof. The Grantor hereby authorizes the Grantee to modify this Grant of Security Interest by amending Schedule 1 to include any future trademarks and tradenames, and registrations and applications therefor, which are Trademarks under this Grant of Security Interest and to record this Grant of Security Interest against any such applications and registrations of trademarks.

The term of the security interest granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks assigned hereunder, or (ii) the Obligations have been paid in full and the Credit Facilities have been terminated.

The Grantor shall have the duty (i) to prosecute diligently any trademark application of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full and the Credit Facilities shall have been terminated, (ii) to make application on trademarks, as appropriate, and (iii) to preserve and maintain all rights in trademarks and applications and registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by the Grantor. The Grantor shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of the Grantee, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Grantee acknowledges that Grantor may abandon the Trademarks that are so designated on Schedule 1, and consents to that action.

No course of dealing between the Grantor and the Grantee, nor any failure to exercise, nor any delay in exercising, on the part of the Grantee, any right, power or privilege hereunder or under the Credit Facilities shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

The provisions of this Grant of Security Interest are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not, in any manner, affect such clause or provision in any other jurisdiction, or any other clause or provision of this Grant of Security Interest in any jurisdiction.

This Grant of Security Interest cannot be altered, amended or modified in any way, except as specifically provided above or by a writing signed by the parties hereto.

All of the Grantee's rights and remedies with respect to the Trademarks, whether established hereby or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

This Grant of Security Interest shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Grantee, its nominees and assigns.

This Grant of Security Interest shall be governed by and construed in accordance with the laws of the State of Florida.

This Grant of Security Interest constitutes an amendment and restatement of the Existing Grant of Security Interest and is not a novation, and no interruption of the continuity of attachment of the security interest of the Grantee in and to the collateral described in the Existing Grant of Security Interest is intended nor shall any be deemed to have occurred.

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IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed and sealed in its name by its duly authorized officer as of the date first above written.

CC MARINE BRAND ACQUISITION,
LLC, a Delaware limited liability company

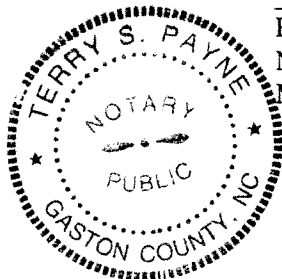
By: Stephen F. Heese
Name: Stephen F. Heese
Title: President

[Acknowledgment on following page]

[CHRIS CRAFT—Amended & Restated Trademark Security Agreement]

Terry S. Payne)
)
Gaston County) SS.
North Carolina)

The foregoing instrument was acknowledged before me this 31 day of December, 2009, by Stephen Heese, as President of CC Marine Brand Acquisition, LLC a Delaware limited liability company, on behalf of the limited company. He/she is personally known to me or has produced a driver's license as identification and did (did not) take an oath.



Print or Stamp Name: Terry S. Payne
Notary Public, Terry S. Payne at Large
My Commission Expires: June 24, 2013

Schedule 1

**CC MARINE BRAND ACQUISITION, LLC
(Current Registered Trademarks)**

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Serial No.	Application Date
CHRIS - CRAFT Stylized Letters	234,707	11/1/1927	71/250,825	6/20/1927
CHRIS-CRAFT	737,045	9/4/1962	72/128,515	9/25/1961
CHRIS * CRAFT Stylized Letters	774,868	8/11/1964	72/181,857	11/26/1963
COMMANDER	845,304	3/5/1968	72/255,598	10/3/1966
ROAMER	841,952	1/9/1968	72/260,018	12/5/1966
LANCER	858,829	10/22/1968	72/288,387	1/8/1968
CHRIS * CRAFT Stylized Letters	2,913,602	12/21/2004	76/461,399	10/24/2002
CHRIS * CRAFT Stylized Letters	3,169,058	11/7/2006	76/461,375	10/24/2002
CHRIS * CRAFT Stylized Letters	3,165,567	10/31/2006	76/461,376	10/24/2002
CHRIS * CRAFT Stylized Letters	3,174,456	11/21/2006	76/461,396	10/24/2002
CHRIS * CRAFT Stylized Letters	3,174,457	11/21/2006	76/461,398	10/24/2002
CORSAIR	3,208,750	2/13/2007	78/863,071	4/17/2006
BOAT DESIGN	3,673,578	8/25/2009	77/221,981	7/3/2007
CHRIS-CRAFT Stylized Letters	3,664,045	8/4/2009	77/045,990	11/16/2006