

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Carver Industries, L.L.C.		01/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Marquis Yachts, LLC
Street Address:	8096 Excelsior Boulevard
City:	Hopkins
State/Country:	MINNESOTA
Postal Code:	55343
Entity Type:	LIMITED LIABILITY COMPANY: MINNESOTA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	74574825	CARVER
Serial Number:	78200637	MARQUIS
Serial Number:	76125032	
Serial Number:	78454307	MORE THAN CAN BE IMAGINED
Serial Number:	77500685	SOJOURN
Serial Number:	72099972	TROJAN
Serial Number:	74588047	VOYAGER
Serial Number:	78187008	WAYPOINTS

CORRESPONDENCE DATA

Fax Number: (612)332-9081
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-332-5300
 Email: kanderson@merchantgould.com
 Correspondent Name: Scott W. Johnston

OP \$215.00 74574825

Address Line 1: P.O. Box 2910
Address Line 4: Minneapolis, MINNESOTA 55402-0910

ATTORNEY DOCKET NUMBER:	16522.00000002
NAME OF SUBMITTER:	Scott W. Johnston
Signature:	/Scott W. Johnston/
Date:	03/11/2010

Total Attachments: 6
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TRADEMARK ASSIGNMENT

This Assignment is made between Carver Industries L.L.C., a Delaware limited liability company ("Assignor"), and Marquis Yachts, LLC, a limited liability company organized under the laws of Minnesota with offices at 8096 Excelsior Boulevard, Hopkins, MN 55343 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, pursuant to the Asset Purchase Agreement dated January 20, 2010 ("Purchase Agreement"; capitalized terms used herein without definition have the meanings ascribed to such terms in the Purchase Agreement) by and among J & D ACQUISITIONS, LLC, a Minnesota limited liability company, ("Buyer"), GENMAR HOLDINGS, INC., a Delaware corporation ("GHI"), GENMAR IP, L.L.C., a Delaware limited liability company ("Genmar IP"), GENMAR YACHT GROUP, L.L.C., a Delaware limited liability company ("Genmar Yacht"), and CARVER INDUSTRIES L.L.C., a Delaware limited liability company ("Carver Industries"; and, together with GHI, Genmar IP and Genmar Yacht, the "Sellers" and each, individually, a "Seller"), Assignor has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks; and

WHEREAS, J & D has assigned all of its rights, interests and benefits and delegated all of its obligations under the Purchase Agreement to Assignee pursuant to that certain Assignment and Assumption Agreement dated January 20, 2010 (the "Assignment Agreement")

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Marks and all of the goodwill associated therewith; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world, in each case, free and clear of all Encumbrances (other than Permitted Liens of which the Sale Approval Order does not provide for the Hull Designs to be sold free and clear) the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that it would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.


Assignor will take, or cause to be taken, at Assignee expense, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

This Assignment is executed and delivered pursuant to the Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the Purchase Agreement, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Sellers or Buyer as set forth in the Purchase Agreement, and in the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Assignment, the Purchase Agreement shall control.

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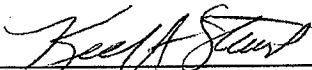
20th IN WITNESS WHEREOF, the undersigned has executed this Assignment as of this day of January, 2010.

CARVER INDUSTRIES, L.L.C.

By: 
David J. Huls
Vice President

STATE OF MINNESOTA
COUNTY OF HENNEPIN

On this 20th day of January, 2010, personally appeared before me David J. Huls, known to me to be the Vice President of Carver Industries, L.L.C. who acknowledged that he/she signed this instrument as a free act on behalf of the Company.


Notary Public
My commission expires: 1/31/2010

AGREED AND ACKNOWLEDGED:

MARQUIS YACHTS, LLC

By: _____
Irwin L. Jacobs
Chief Executive Officer



[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 004165 FRAME: 0310

Schedule to Trademark Assignment

TRADEMARKS - CARVER INDUSTRIES, L.L.C.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
CARVER	Registered	Argentina	2208122	3/16/99	1921755	4/8/03	4/8/13
CARVER	Registered	Australia	797608	6/17/99	797608	8/18/00	6/17/19
CARVER	Registered	Brazil	821521233	3/29/99	821521233	11/12/02	11/12/12
CARVER	Registered	Canada	761401	8/9/94	444201	6/16/95	6/16/10
CARVER	Registered	Chile	446772	4/23/99	552959	11/15/99	11/15/09
CARVER	Registered	China P.R.	9900036992	4/12/99	1445428	9/14/00	9/13/10
CARVER	Registered	Community Trademark	1091198	3/1/99	1091198	12/10/01	3/31/19
CARVER	Registered	Croatia	Z990626A	6/24/99	990626	5/3/00	6/24/19
CARVER	Registered	Egypt	129595	1/3/00	129595	1/3/04	1/2/10
CARVER	Registered	Japan	742327	4/28/95	4117307	2/20/98	2/20/18
CARVER	Registered	Mexico	163882	3/24/93	506226	9/29/95	3/24/13
CARVER	Registered	Monaco	27436	3/23/07	0725941	5/31/07	3/23/17
CARVER	Registered	New Zealand	311239	6/17/99	311239	12/20/99	6/17/16
CARVER	Registered	Norway	9902456	3/10/99	201132	1/21/00	1/21/10
CARVER	Registered	Paraguay	458199	3/15/99	99220401	12/14/99	12/14/09
CARVER	Registered	Peru	80334	3/5/99	55589	6/15/99	6/15/19
CARVER	Registered	Puerto Rico	45904	7/16/99	45904	5/25/01	7/16/19
CARVER	Registered	Russian Federation	01735174	11/15/01	236505	1/24/03	11/15/11
CARVER	Registered	Turkey	99012227	7/27/99	99012227	7/27/99	7/31/19
CARVER	Registered	United Arab Emirates	33930	11/24/99	26304	4/15/01	11/24/09
CARVER	Registered	U.S.	74/574825	9/16/94	1938254	11/28/95	11/28/15
CARVER	Registered	Uruguay	311058	3/8/99	310058	10/19/99	10/19/09
CARVER	Filed	Venezuela	6955	4/27/99			
CARVER (WITH KATAKANA)	Registered	Japan	6175750	7/18/86	2094612	11/30/88	11/30/18
COASTAL	Filed	U.S.	77/073757	12/30/06			
MARINER	Registered	Canada	1117707	10/5/01	611328	5/27/04	5/27/19
MARQUIS	Registered	Australia	958488	6/19/03	958488	10/20/03	6/19/13
MARQUIS	Registered	Canada	1182934	6/27/03	669193	8/2/06	8/2/21
MARQUIS	Filed	China P.R.	5768320	12/6/06			
MARQUIS	Registered	Community Trademark	3226834	6/16/03	3226834	8/18/04	6/30/13
MARQUIS	Registered	Monaco	27437	3/23/07	0725942	5/31/07	3/23/17
MARQUIS	Registered	Puerto Rico	n	6/27/03	59871	6/27/03	6/27/13

TRADEMARKS - CARVER INDUSTRIES, L.L.C.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
MARQUIS	Filed	United Arab Emirates	79785	4/19/06			4/19/16
MARQUIS	Registered	U.S.	78/200637	1/7/03	2931708	3/8/05	3/8/15
MISCELLANEOUS DESIGN (CARVER LOGO)	Registered	Canada	1094689	3/2/01	606886	4/1/04	4/1/19
MISCELLANEOUS DESIGN (CARVER LOGO)	Registered	U.S.	76/125032	9/8/00	2603751	8/6/02	8/6/12
MORE THAN CAN BE IMAGINED	Registered	U.S.	78/454307	7/21/04	3181603	12/5/06	12/5/16
NUVARI	Registered	Australia	959475	6/26/03	959475	2/23/04	6/26/13
NUVARI	Registered	Canada	1160323	11/26/02	653100	11/22/05	11/22/20
NUVARI	Registered	Community Trademark	2797595	8/2/02	2797595	10/4/04	8/31/12
SOJOURN	Registered	U.S.	77/500685	6/17/08	3613708	4/28/09	
TROJAN	Registered	Brazil	821521250	3/29/99	821521250	10/11/05	10/11/15
TROJAN	Registered	Canada	357145	9/20/72	195179	11/2/73	11/2/18
TROJAN	Registered	Japan	1153326	6/17/99	4508917	9/21/01	9/21/11
TROJAN	Registered	Spain	n	11/21/78	892907	5/21/79	11/21/18
TROJAN	Registered	Switzerland	N	11/13/78	298234	11/13/78	11/13/18
TROJAN	Registered	Germany	W24292/12W Z	9/27/72	912876	12/10/73	9/30/12
TROJAN	Registered	U.S.	72/099972	6/29/60	712059	3/7/61	3/7/11
TROJAN AMERICAN	Registered	Canada	472048	6/30/81	287381	1/27/84	1/27/14
TROJAN INTERNATIONAL	Registered	Canada	471669	6/22/81	289399	3/30/84	3/30/14
VOYAGER	Registered	Canada	1019828	6/18/99	646007	8/18/05	8/18/20
VOYAGER	Registered	Monaco	27438	3/23/07	0725943	5/31/07	3/23/17
VOYAGER	Registered	U.S.	74/588047	10/20/94	2192937	10/6/98	10/6/18
VOYAGER	Registered	U.S.	73/821554	8/25/89	1590688	4/10/90	4/10/10
VOYAGEUR	Registered	Canada	199756	6/21/48	029362	6/21/48	6/21/23
WAYPOINTS	Registered	Canada	1177798	5/13/03	624286	11/2/04	11/2/19
WAYPOINTS	Registered	U.S.	78/187008	11/20/02	2771831	10/7/03	10/7/13
WORLD LEADER IN LUXURY CRUISING YACHTS	Registered	Canada	1093599	2/21/01	605804	3/19/04	3/19/19