

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Genmar Minnesota, Inc.		01/28/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Larson Boats, LLC		
<b>Street Address:</b>	8096 Excelsior Boulevard		
<b>City:</b>	Hopkins		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55343		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77635208	FINCRAFT	
<b>Serial Number:</b>	77644997	FINCRAFT	
<b>Serial Number:</b>	77153832	REEL INNOVATIVE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-332-5300		
<b>Email:</b>	kanderson@merchantgould.com		
<b>Correspondent Name:</b>	Scott W. Johnston		
<b>Address Line 1:</b>	P.O. Box 2910		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402-0910		
<b>ATTORNEY DOCKET NUMBER:</b>	16522.00000002		
<b>NAME OF SUBMITTER:</b>	Scott W. Johnston		
<b>Signature:</b>	/Scott W. Johnston/		

OP \$90.00 77635208

**900156875**

**TRADEMARK  
 REEL: 004165 FRAME: 0319**

Date:

03/11/2010

Total Attachments: 4

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## TRADEMARK ASSIGNMENT

This Assignment is made between Genmar Minnesota, Inc., a Delaware corporation ("Genmar Minnesota"), Genmar IP, L.L.C., a Delaware limited liability company ("Genmar IP"; and together with Genmar Minnesota, the "Assignors"), and Larson Boats, LLC, a limited liability company organized under the laws of Delaware with offices at 8096 Excelsior Boulevard, Hopkins, MN 55343 ("Assignee").

WHEREAS, Assignors own 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 Assignors 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 the Asset Purchase Agreement dated January 21, 2010 ("Purchase Agreement"; capitalized terms used herein without definition have the meanings ascribed to such terms in the Purchase Agreement) by and among PROJECT BOAT HOLDINGS, LLC, a Delaware limited liability company, ("Buyer"), CARVER INDUSTRIES, L.L.C., a Delaware limited liability company ("Carver Industries"), GENMAR HOLDINGS, INC., a Delaware corporation ("GHI"), GENMAR INDUSTRIES, INC., a Delaware corporation ("Genmar Industries") Genmar IP, Genmar Minnesota, GENMAR TENNESSEE, INC., a Delaware corporation ("Genmar Tennessee"), GENMAR TRANSPORTATION, INC., a Delaware corporation ("Genmar Transport"), GENMAR YACHT GROUP, L.L.C., a Delaware limited liability company ("Genmar Yacht"), MARINE MEDIA, L.L.C., a Delaware limited liability company ("Marine Media"), VEC MANAGEMENT CO. L.L.C., a Delaware limited liability company ("VEC Management"), VEC LEASING SERVICES L.L.C., a Delaware limited liability company ("VEC Leasing"), WINDSOR CRAFT YACHTS, L.L.C., a Delaware limited liability company ("Windsor Craft"), TRIUMPH BOATS, INC., a Delaware corporation ("Triumph"), TRIUMPH BOAT RENTALS, L.L.C., a Delaware limited liability company ("Triumph Rentals"; and, together with Carver Industries, GHI, Genmar Industries, Genmar IP, Genmar Minnesota, Genmar Tennessee, Genmar Transport, Genmar Yacht, Marine Media, VEC Management, VEC Leasing, Windsor Craft and Triumph, the "Sellers" and each, individually, a "Seller"), Assignors have agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignors do 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 Assignors if this Assignment had not been made.

Assignors hereby authorize 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.

Assignors 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.

*[Remainder of Page Intentionally Left Blank]*

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

GENMAR MINNESOTA, INC.

By: Roger R. Cloutier II  
Name: Roger R. Cloutier II  
Title: Vice President

GENMAR IP, L.L.C.

By: Roger R. Cloutier II  
Name: Roger R. Cloutier II  
Title: Vice President

STATE OF MINNESOTA

COUNTY OF HENNEPIN

On this 28<sup>th</sup> day of January, 2010, personally appeared before me Roger R. Cloutier II, known to me to be Vice President of Genmar Minnesota, Inc. and Genmar IP, L.L.C., who acknowledged that he/she signed this instrument as a free act on behalf of COMPANIES.



Kelly A. Staack  
Notary Public  
My commission expires: 1/31/2015

AGREED AND ACKNOWLEDGED:

LARSON BOATS, LLC

By: David A. Mahler  
Name: DAVID A. MAHLER  
Title: Treasurer

[Signature Page to Larson Boats, LLC Trademark Assignment]

**Schedule to Trademark Assignment**

**GENMAR MINNESOTA, INC.**

TRADEMARKS - GENMAR MINNESOTA, INC.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
FINCRAFT	Filed	Canada	1422710	12/22/08			
FINCRAFT	Registered	U.S.	77/635208	12/17/08	3650617	7/7/09	
FINCRAFT & DESIGN	Registered	U.S.	77/644997	1/7/09	3651056	7/7/09	
REEL INNOVATIVE	Registered	U.S.	77/153832	4/11/07	3415374	4/22/08	4/22/18

**GENMAR IP, L.L.C.**

TRADEMARKS - GENMAR IP, L.L.C.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
SEASWIRL	Registered	Australia	518901	9/12/89	518901	6/20/91	
SEASWIRL	Registered	Canada	0669126	10/26/90	403872	10/23/92	
SEASWIRL	Filed	China P.R.	5768325	12/6/06			
SEASWIRL	Registered	Hong Kong		3/27/90	199202367	6/12/92	
SEASWIRL	Registered	Japan	02004347	1/18/90	2544545	6/30/93	
SEASWIRL	Registered	Korea, Republic of	19900001409	1/19/90	214960	6/13/91	
SEASWIRL	Registered	New Zealand	196063	9/11/89	196063	3/26/93	
SEASWIRL	Registered	Singapore	9002201	3/23/90	9002201	3/23/90	
SEASWIRL	Registered	U.S.	75/886419	1/4/00	2404361	11/14/00	11/14/10
SEASWIRL	Registered	U.S.	72/083095	10/12/59	698900	6/7/60	6/7/10
STRIPER	Registered	Malaysia	9304340	6/23/93	9304340	6/23/93	
STRIPER	Registered	Singapore	9304830	6/28/93	9304830	6/28/93	
STRIPER AND DESIGN	Registered	U.S.	75/827874	10/20/99	2375474	8/8/00	8/8/10