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
Genmar Industries, Inc.		01/29/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	74071226	LARSON
Serial Number:	72060825	LARSON

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
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

OP $65.00 74071226

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This Assignment is made between Genmar Industries, Inc., a Delaware corporation ("Assignor"), 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, 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 the Asset Purchase Agreement, dated as of November 27, 2009, as amended on 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") GENMAR HOLDINGS, INC., a Delaware corporation ("GHI"), GENMAR INDUSTRIES, INC., a Delaware corporation ("Genmar Industries"), GENMAR IP, L.L.C., a Delaware limited liability company ("Genmar IP"), GENMAR MICHIGAN, L.L.C., a Delaware limited liability company ("Genmar Michigan"), GENMAR MINNESOTA, INC., a Delaware corporation ("Genmar Minnesota"), GENMAR TENNESSEE, INC., a Delaware corporation ("Genmar Tennessee"), GENMAR TRANSPORTATION, INC., a Delaware corporation ("Genmar Transport"), and WOOD MANUFACTURING COMPANY, INC., an Arkansas corporation ("Wood; and, together with Buyer, GHI, Genmar Industries, Genmar IP, Genmar Michigan, Genmar Minnesota, Genmar Tennessee, and Genmar Transport, 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.

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

GENMAR INDUSTRIES, INC.

By: _____
Name:
Title:

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

On this 29th day of January, 2010, personally appeared before me Roger R. Cloutier II, known to me to be Vice President of Genmar Industries, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of the corporation

KELLY A. STAACK
NOTARY PUBLIC-MINNESOTA
My Commission Expires Jan. 31, 2015

_____
Notary Public
My commission expires: 1/31/2015

AGREED AND ACKNOWLEDGED:

LARSON BOATS, LLC

By: _____
Name: David A Mahler
Title: Treasurer

[*Signature Page to Larson Boats, LLC Trademark Assignment (Core Assets)*]

Schedule to Trademark Assignment

GENMAR INDUSTRIES, INC.

TRADEMARKS – GENMAR INDUSTRIES, INC.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
L LARSON & DESIGN	Registered	U.S.	74/071226	6/21/90	1654857	8/27/91	8/27/11
L LARSON & DESIGN	Registered	Venezuela	561391	4/5/91	172010	11/1/94	11/1/14
LARSON	Registered	Argentina	2208119	1/1/99	1820322	3/1/01	3/1/11
LARSON	Registered	Australia	797602	6/17/99	797602	6/9/00	6/17/19
LARSON	Filed	Brazil	821105647	9/25/98			
LARSON	Registered	Canada	767506	10/31/94	535714	10/25/00	10/25/15
LARSON	Registered	China P.R.	9900036991	4/12/99	1445432	9/14/00	9/13/10
LARSON	Registered	Croatia	Z990632A	6/24/99	990632	5/2/00	6/24/19
LARSON	Registered	Chile	446778	4/23/99	552964	11/15/99	11/15/09
LARSON	Registered	Egypt	127126	9/23/99	127126	3/27/07	9/22/09
LARSON	Registered	Community Trademark	1091354	3/1/99	1091354	7/17/00	3/31/19
LARSON	Filed	South Korea	400842318	8/29/08			
LARSON	Registered	Mexico	375333	5/14/99	613028	5/31/99	5/14/09
LARSON	Registered	Norway	9902450	3/10/99	198202	6/24/99	6/24/09
LARSON	Registered	New Zealand	311238	6/17/99	311238	5/10/01	6/17/16
LARSON	Registered	Paraguay	457899	3/15/99	221888	1/18/00	1/18/10
LARSON	Registered	Puerto Rico	45901	7/16/99	45901	3/15/01	7/16/19
LARSON	Registered	Peru	80506	3/9/99	56996	8/31/99	8/31/19
LARSON	Registered	Russian Federation	01735142	11/15/01	237261	1/31/03	11/15/11
LARSON	Registered	Turkey	99012228	7/27/99	99012228	7/27/99	7/31/19
LARSON	Registered	United Arab Emirates	33428	10/23/99	29550	11/11/01	10/23/09
LARSON	Registered	U.S.	72/060825	10/17/58	683569	8/18/59	8/18/19
LARSON	Registered	Uruguay	311063	3/8/99	311063	10/19/99	10/19/09
LARSON	Registered	Venezuela	561491	4/5/91	172011	11/1/94	11/1/14
LARSON CABRIO	Filed	Brazil	821105639	9/25/98			