

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<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>
Churchill Financial LLC		08/21/2009	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Leisure Properties LLC		
<b>Street Address:</b>	830 East Green Bay Street		
<b>City:</b>	Shawano		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	54166		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77517289	CROWNIE	
<b>Serial Number:</b>	77517296	BE A CROWNIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-8994		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-577-8408		
<b>Email:</b>	deborah.wing@kattenlaw.com		
<b>Correspondent Name:</b>	Deborah Wing c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>ATTORNEY DOCKET NUMBER:</b>	341675-3/LEISURE PROPERTI		
<b>NAME OF SUBMITTER:</b>	Deborah A. Wing		
<b>Signature:</b>	/daw/		

**CH \$65.00 77517289**

**900160025**

**TRADEMARK  
 REEL: 004188 FRAME: 0660**

Date:

04/19/2010

**Total Attachments: 3**

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## ITU TRADEMARK ASSIGNMENT

This Assignment, dated as of August 21, 2009, by Churchill Financial LLC, a Delaware limited liability company (“**Assignor**”) having a principal place of business at 400 Park Avenue, New York, New York 10022 to Leisure Properties LLC, a Delaware limited liability company (“**Assignee**”), having a principal place of business at 830 East Green Bay Street, Shawano, Wisconsin 54166.

WHEREAS, pursuant to that Memorandum of Sale to Leisure Properties LLC entered into by Assignor and Assignee as of August 21, 2009 (the “**Memorandum of Sale**”), Assignor agreed to sell to Assignee, and Assignee agreed to buy from Assignor, as of August 21, 2009, certain assets described in the Memorandum of Sale including all right, title and interest to all intellectual property owned by Crownline Boats, Inc., (“**Crownline**”) including but not limited to the trademark(s) identified on Schedule A attached hereto (the “**Trademarks**”), and all registration applications therefor.

WHEREAS, Crownline filed its applications to register the Trademarks based upon its “*bona fide*” intention to use the Trademarks in commerce in connection with the goods and services outlined in the registration applications;

WHEREAS, effective as of August 21, 2009, Assignor purchased the Trademarks at public auction along with substantially all of the assets of Crownline as particularly described in the Notice of Secured Party Sale at Public Auction All Assets of Crownline Boats, Inc;

WHEREAS, Assignor has transferred to Assignee all of its business to which the Trademarks pertain; and

WHEREAS, Assignee, being the successor of all of the business of Assignor to which the Trademarks pertain, desires all rights, title and interest in and to the Trademarks, together with any goodwill of the business connected with the use of and symbolized by the Trademarks and the registration applications therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee all rights, title, and interest in and to the Trademarks and the registration applications therefor, together with any goodwill of the business connected with the use of and symbolized by the Trademarks and the right to prosecute and recover monetary damages for past, present and future infringements or other violations of the Trademarks solely to the extent Assignor holds any right, title or interest in and to the Trademarks and the registration applications as of the date hereof.

**[Intentionally Left Blank – Signature Page Follows]**

IN WITNESS WHEREOF the Assignor has executed this instrument.

Dated: April 13, 2010

ASSIGNOR

By: Thomas Hennigan

Name: Thomas Hennigan

Title: Sr. Vice President

SUBSCRIBED AND SWORN TO  
before me this 13<sup>th</sup> day  
of April, 2010.

Nicole S. O'Brien  
Notary Public

**NICOLE S. O'BRIEN**  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01086159650  
Qualified in Richmond County  
Commission Expires Jan. 22, 2011

**Schedule A**

**Intent to Use Trademark Registration Applications (United States)**

<b><u>Trademark</u></b>	<b><u>Application Number</u></b>	<b><u>Application Date</u></b>
BE A CROWNIE	77/517,269	07/08/2008
CROWNIE	77/517,289	07/08/2008

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