

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Godfrey Conveyor Company, Inc.		04/21/2010	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	Nautic Global Group, Inc.
Street Address:	500 Middlebury Street
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	77634343	ATLANTIC
Serial Number:	77634321	ATLANTIC
Registration Number:	2294286	SANPAN
Registration Number:	2283129	SEA RYDER
Registration Number:	2278021	SWEETWATER
Registration Number:	2285152	FUN DECK
Registration Number:	2342466	GODFREY MARINE
Registration Number:	2283140	PARTI KRAFT
Registration Number:	2291057	AQUA FLOAT
Registration Number:	2290077	AQUA PATIO
Registration Number:	2356678	POLAR
Registration Number:	1797719	BASS AMERICA
Registration Number:	2356713	POLAR KRAFT
Registration Number:	3420475	OUTLANDER

OP \$390.00 77634343

900160455

TRADEMARK
REEL: 004192 FRAME: 0031

Registration Number:	3544285	
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CORRESPONDENCE DATA

Fax Number: (312)863-7865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-201-3865
Email: sharon.patterson@goldbergkohn.com
Correspondent Name: Sharon Patterson, Paralegal
Address Line 1: Goldberg Kohn, 55 E Monroe St.
Address Line 2: Ste 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1989.174
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NAME OF SUBMITTER:	Sharon Patterson
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Signature:	/sharon patterson/
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Date:	04/26/2010
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Total Attachments: 7
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “Assignment”) is made as of April 21, 2010 (“Effective Date”) by and among The Godfrey Conveyor Company, Inc., an Indiana corporation, with its principal place of business at 500 Middlebury Street, Elkhart, Indiana 46516 (“Assignor”), and Nautic Global Group, Inc., a Delaware corporation, with its principal place of business at 500 Middlebury Street, Elkhart, Indiana 46516 (“Assignee”).

WHEREAS, pursuant to that certain Asset Transfer and Debt Cancellation Agreement by and among Assignor, Assignee and the other parties named therein, dated as of the date hereof, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the trademark registrations and applications for registration set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the “Marks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, conveys, sells, assigns, and delivers to Assignee, all of such Assignor’s right, title and interest in, to and under the Marks, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments accrued, due, or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same, in each case, for Assignee’s own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Marks (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) it has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee’s successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment,

including, without limitation, with respect to: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement, dilution, or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Marks and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or in any other country; and (iv) the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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Nautic Global Group, Inc.

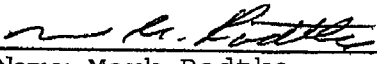
By: 

Name: Mark Radtke

Title: Secretary and Treasurer

[Signature Page to Trademark Assignment]

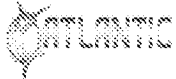
The Godfrey Conveyor Company, Inc.

By: 
Name: Mark Radtke
Title: Secretary and Treasurer



[Signature Pages to Trademark Assignment]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark and Class	Filing Date and Application Number	Registration Date and Number	Owner
Trademark (Class 12) ATLANTIC And Design  (B&H Ref: 152-052)	12/16/08 77/634,343		Godfrey Conveyor Company, Inc.
Trademark (Class 12) ATLANTIC (B&H Ref: 152-051)	12/16/08 77/634,321		Godfrey Conveyor Company, Inc.
Trademark (China): SWEETWATER (B&H Ref: 152-033)	10/25/04 4326760	4/21/07 4326760	Godfrey Conveyor Company, Inc.
Trademark (Class 12): SANPAN (B&H Ref: 152-012)	7/23/98 75/525,783	11/23/99 2,294,286	Godfrey Conveyor Company, Inc.
Trademark (Class 12): SEA RYDER (B&H Ref: 152-013)	75/524,260 7/23/98	10/5/99 2,283,129	Godfrey Conveyor Company, Inc.
Trademark (Class 12): SWEETWATER (B&H Ref: 152-014)	75/525,780 7/23/98	9/14/99 2,278,021	Godfrey Conveyor Company, Inc.
Trademark (Class 12): FUN DECK (B&H Ref: 152-017)	7/23/98 75/525,777	10/12/99 2,285,152	Godfrey Conveyor Company, Inc.
Trademark (Class 12): GODFREY MARINE (B&H Ref: 152-018)	7/23/98 75/524,499	4/18/00 2,342,466	Godfrey Conveyor Company, Inc.
Trademark (Class 12): PARTI KRAFT (B&H Ref: 152-019)	7/23/98 75/525,782	10/5/99 2,283,140	Godfrey Conveyor Company, Inc.

Mark and Class	Filing Date and Application Number	Registration Date and Number	Owner
Trademark (Class 12): AQUA FLOAT (B&H Ref: 152-020)	7/23/98 75/524,498	11/9/99 2,291,057	Godfrey Conveyor Company, Inc.
Trademark (Class 12): AQUA PATIO B&H Ref: (152-021)	7/23/98 75/524,200	11/2/99 2,290,077	Godfrey Conveyor Company, Inc.
Trademark (Class 12): POLAR (B&H Ref: 152-024)	7/23/98 75/526,052	6/13/00 2,356,678	Godfrey Conveyor Company, Inc.
Trademark (Class 12) Australia: SWEETWATER	6/21/02 917371	6/21/02 917371	Godfrey Marine (a dba of The Godfrey Conveyor Company, Inc.)
Trademark (Class 12) Australia: HURRICANE	6/21/02 917370	6/21/02 917370	Godfrey Marine (a dba of The Godfrey Conveyor Company, Inc.)
Trademark (Canada) POLAR KRAFT (B&H Ref: 152-011)	2/17/99 1,005,658	3/23/01 TMA542,950	The Godfrey Conveyer Company, Inc.
Trademark (Canada): OUTLANDER (B&H Ref: 152-037.001)	10/10/06 1,320,263	10/20/09 TMA750,653	The Godfrey Conveyor Company
Trademark (Class 12): BASS AMERICA (B&H Ref: 152-009)	11/7/91 74/219,709	10/12/93 1,797,719	The Godfrey Conveyor Company, Inc.
Trademark (Class 12): POLAR KRAFT (B&H Ref: 152-010)	8/19/98 75/538,929	6/13/00 2,356,713	The Godfrey Conveyor Company, Inc.
Trademark (Class 12): OUTLANDER (B&H Ref: 152-037)	4/21/06 78/866,837	4/29/08 3,420,475	The Godfrey Conveyor Company, Inc.

Mark and Class	Filing Date and Application Number	Registration Date and Number	Owner
Trademark (Class 12): NEW FISH HEAD LOGO  (B&H Ref: 152-045)	4/3/07 77/147,355	12/9/08 3,544,285	The Godfrey Conveyor Company, Inc.
Trademark: (Class 12): NAUTIC GLOBAL GROUP - Refile (B&H Ref: 152-042.001)	NOT YET FILED	N/A	Applicant will be The Godfrey Conveyor Company, Inc.
Trademark (Class 12): NAUTIC GLOBAL GROUP and Design-Refile  (B&H Ref: 152-046.002)	NOT YET FILED	N/A	Applicant will be The Godfrey Conveyor Company, Inc.