

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
Fiberglass Boat, LLC		03/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sea Fox Boat Company, Inc.		
Composed Of:	COMPOSED OF corp. organized in SC		
Street Address:	2550 Highway 52		
City:	Moncks Corner		
State/Country:	SOUTH CAROLINA		
Postal Code:	29461		
Entity Type:	CORPORATION: SOUTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3107825	AZURE	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3172370300		
Email:	intead@bakerd.com, louis.perry@bakerd.com, stacy.webb@bakerd.com		
Correspondent Name:	Louis T. Perry		
Address Line 1:	300 North Meridian Street, Suite 2700		
Address Line 2:	Baker & Daniels LLP		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	0983712.1		
NAME OF SUBMITTER:	Louis T. Perry		

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Signature:	/Louis T. Perry/
Date:	05/07/2010
Total Attachments: 3 source=Fiberglass_to_Sea_Fox_Assignment#page1.tif source=Fiberglass_to_Sea_Fox_Assignment#page2.tif source=Fiberglass_to_Sea_Fox_Assignment#page3.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made effective as of the 12th day of March 2010, by Fiberglass Boat, LLC, ("Assignor"), to Sea Fox Boat Company, Inc. ("Assignee"),

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to an agreement dated the 12th day of March 2010 (the "Agreement"), pursuant to which Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of its business assets, including, without limitation, certain intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in and to the Intellectual Property listed on Exhibit A ("Transferred IP Assets"). With respect to Assignor's Federal registration for AZURE (Word Mark) US Trademark Registration 3107825 (hereafter "the Mark"), Assignor hereby transfers with the Mark, the goodwill of Assignor's businesses which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, all of Assignor's worldwide right, title and interest in, to and under the Transferred IP Assets, together with the goodwill of the business associated with the Mark and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

FIBERGLASS BOAT, LLC

By: [Signature]
Printed Name: J.P. Hoyer
Title: Chief Financial Officer

STATE OF INDIANA)
)
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared J.P. Hoyer known to me to be the Chief Financial Officer of Fiberglass Boat, LLC, a limited liability company, who acknowledged the execution of the foregoing Trademark Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 18th day of March 2010.

[Signature]
Notary Public – Signature

Printed Name: DIANA J Engle

My Commission Expires:
12/28/14

My County of Residence:
ELKHART

EXHIBIT A

Trademarks

AZURE (Word Mark) US Trademark Registration 3107825

Patents

US Patent D547,256 "SWIM PLATFORM FOR A WATERCRAFT"

US Patent 7,484,471 "SKI STORAGE COMPARTMENT FOR A WATERCRAFT"

Vessel Hull Registration

US Registration Number DVH 0289
Title Azure Boat: Vessel Hull Design

License

TRADE SECRET, WORK PRODUCT ASSIGNMENT, LICENSE AND PROPRIETARY INFORMATION, AGREEMENT dated April 29th, 2005 originally between Bennington Marine and Anthony Kalil.