

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nautic Global Group, Inc.		04/21/2010	CORPORATION: DELAWARE
NGG Holdings, LLC		04/21/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Capital Finance, Inc., as Collateral Agent
Street Address:	1100 Abernathy Road, Suite 1600
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30328
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2884645	FISH HEAD
Registration Number:	1797719	BASS AMERICA
Registration Number:	2356713	POLAR KRAFT
Registration Number:	2294286	SANPAN
Registration Number:	2283129	SEA RYDER
Registration Number:	2278021	SWEETWATER
Registration Number:	1448357	DYNASTY
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:	2367651	ASSAULT

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Registration Number:	2356678	POLAR
Registration Number:	3100170	
Registration Number:	3420475	OUTLANDER
Registration Number:	3544285	
Registration Number:	2060615	RINKER
Registration Number:	2060614	RINKER
Registration Number:	2891600	TIME WELL SPENT
Serial Number:	77634343	ATLANTIC
Serial Number:	77634321	ATLANTIC

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
NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	05/11/2010

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of April, 2010, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO CAPITAL FINANCE, INC., in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of April 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit Agreement") among Nautic Global Group, Inc., a Delaware corporation ("Borrower"), NGG Holdings, LLC, a Delaware limited liability company ("Holdings"), the lenders from time to time party thereto as "Lenders" ("Lenders") and Wells Fargo Capital Finance, Inc., as administrative agent ("Administrative Agent") and collateral agent, the Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to that certain Loan and Guaranty Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Term B Loan Agreement") by and among Borrower, Holdings, the lenders from time to time party thereto as "Lenders" ("Term B Lenders") and Silver Point Finance, LLC, as administrative agent for the Term B Lenders ("Term B Agent") for the Term B Lenders, the Term B Lenders are willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Collateral Agent has agreed to act as collateral agent for the benefit of the Secured Parties in connection with the transactions contemplated by the Security Agreement (defined below), the Credit Agreement, the other Credit Documents (as defined in the Credit Agreement), the Term B Loan Agreement and the other Credit Documents (as defined in the Term B Loan Agreement); and

WHEREAS, in order to induce (i) Collateral Agent and Lenders to enter into the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement) and to make and extend the financial accommodations to Borrower as provided for in the Credit Agreement and (ii) the Term B Agent and Term B Lenders to enter into the Term B Loan Agreement and the other Credit Documents (as defined in the Term B Loan Agreement) and to make and extend the financial accommodations to Borrower as provided for in the Term B Loan Agreement, Grantors have agreed to grant a continuing first priority (subject to Permitted Liens, and as between Secured Parties, the priority set forth in the Intercreditor and Collateral Agency Agreement) security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, (x) the Obligations (as defined in the Credit Agreement) of Grantors arising from this Agreement,

the Credit Agreement, and the other Credit Documents (as defined in the Credit Agreement) and (y) the Obligations (as defined in the Term B Loan Agreement) of Grantors arising from this Agreement, the Term B Loan Agreement, the other Credit Documents (as defined in the Term B Loan Agreement) and the Existing Interest Rate Agreements (as defined in the Term B Loan Agreement) (with respect to each of (x) and (y), including, without limitation, any interest, fees or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding), plus reasonable attorneys' fees and expenses (collectively, the "Secured Obligations"), by the granting of the security interests contemplated by the Security Agreement, and Grantors have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used herein (including without limitation, in the preamble and recitals hereof) without definition shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to Collateral Agent (and its agents and designees), for the benefit of the Secured Parties, a valid continuing security interest in all of such Grantor's right, title and interest in and to, whether now owned or hereafter acquired or wherever located, the following property (collectively, the "Trademark Collateral"):

(a) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (i) all reissues, continuations, extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world (collectively, the "Trademarks");

(b) all rights under or interest in any Trademark, including, without limitation, the license agreements listed on Schedule I attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Secured Parties' rights under the Credit Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses (collectively, the "Trademark Intellectual Property Licenses"); and

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties or any of them, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Collateral Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. In proving this Trademark Security

Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to the satisfaction or repayment in full of the Secured Obligations shall mean the indefeasible repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and enforced in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

NAUTIC GLOBAL GROUP, INC.

By: Mark G. Radtke
Name: Mark G. Radtke
Title: Secretary and Treasurer

NGG HOLDINGS, LLC

By: Mark G. Radtke
Name: Mark G. Radtke
Title: Secretary and Treasurer

**ACCEPTED AND ACKNOWLEDGED
BY:**


**WELLS FARGO CAPITAL FINANCE,
INC., as Collateral Agent**


By: Victor Barwig
Name: Victor Barwig
Title: SR VP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT



Trademark Registrations/Applications


Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
Trademark (Class 12): FISH HEAD (B&H Ref: 152-002)	5/4/01 76/253,156	9/14/04 2,884,645	Affidavit of Incontestability due 9/14/10. (Boats). This is old mark and will likely be replaced by new one.
Trademark (Class 12): BASS AMERICA (B&H Ref: 152-009)	11/7/91 74/219,709	10/12/93 1,797,719	Mark has been renewed and been made incontestable – effective until 10/15/13. (Boats)
Trademark (Class 12): POLAR KRAFT (B&H Ref: 152-010)	8/19/98 75/538,929	6/13/00 2,356,713	Mark has been renewed and been made incontestable – effective until 6/15/20. (Boats)
Trademark (Canada) POLAR KRAFT (B&H Ref: 152-011)	2/17/99 1,005,658	3/23/01 TMA542,950	Effective for 15 year term until 3/23/16. (Boats)
Trademark (Class 12): SANPAN (B&H Ref: 152-012)	7/23/98 75/525,783	11/23/99 2,294,286	Mark has been renewed and been made incontestable – effective until 11/25/19. (Boats)
Trademark (Class 12): SEA RYDER	75/524,260	10/5/99	Mark has been renewed and been made

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
(B&H Ref: 152-013)	7/23/98	2,283,129	incontestable – effective until 10/7/19. (Boats)
Trademark (Class 12): SWEETWATER (B&H Ref: 152-014)	75/525,780 7/23/98	9/14/99 2,278,021	Mark has been renewed and been made incontestable – effective until 9/16/19. (Boats)
Trademark (Class 12): DYNASTY and Design  (B&H Ref: 152-015)	73/608,936 7/11/86	7/21/87 1,448,357	Mark has been renewed and been made incontestable – effective until 7/24/17. (Fiberglass boats)
Trademark (Class 12): FUN DECK (B&H Ref: 152-017)	7/23/98 75/525,777	10/12/99 2,285,152	Mark has been renewed and been made incontestable – effective until 10/15/19. (Boats)
Trademark (Class 12): GODFREY MARINE (B&H Ref: 152-018)	7/23/98 75/524,499	4/18/00 2,342,466	Mark has been renewed and been made incontestable – effective until 4/19/10. (Boats)
Trademark (Class 12): PARTI KRAFT (B&H Ref: 152-019)	7/23/98 75/525,782	10/5/99 2,283,140	Mark has been renewed and been made incontestable – effective until 10/7/19. (Boats)
Trademark (Class 12): AQUA FLOAT (B&H Ref: 152-020)	7/23/98 75/524,498	11/9/99 2,291,057	Mark has been renewed and been made incontestable – effective until 11/12/19. (Boats)
Trademark (Class 12): AQUA PATIO B&H Ref: (152-021)	7/23/98 75/524,200	11/2/99 2,290,077	Mark has been renewed and been made incontestable – effective until 11/4/19. (Boats)
Trademark (Class 12):	8/26/98	7/18/00	Mark has been renewed

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
ASSAULT (B&H Ref: 152-022)	75/560,695	2,367,651	and been made incontestable – effective until 7/19/10. (Recreational boats not for military use) Not being renewed.
Trademark (Canada) ASSAULT (B&H Ref: 152-023)	2/22/99 1,006,035	11/21/01 TMA554,232	Effective for 15 year term until 11/21/16. (Recreational boats not for military wares). Not being renewed. ¹
Trademark (Class 12): POLAR (B&H Ref: 152-024)	7/23/98 75/526,052	6/13/00 2,356,678	Mark has been renewed and been made incontestable – effective until 6/15/20. (Boats)
Trademark (China): SWEETWATER (B&H Ref: 152-033)	10/25/04 4326760	4/21/07 4326760	Effective for 10 year term until 4/20/17. (vehicles for water)
Trademark (Class 12): FISH HEAD and Design  (B&H Ref: 152-035)	78/512,226 11/5/04	6/6/06 3,100,170	Affidavit of Incontestability due 6/6/12. (Boats)
Trademark (Class 12): OUTLANDER (B&H Ref: 152-037)	4/21/06 78/866,837	4/29/08 3,420,475	Affidavit of Incontestability due 4/29/14. (Boats)
Trademark (Canada):	10/10/06	10/20/09	Effective for 15 year

¹ This registration is currently held by Dynasty Boats, Inc. As the registration will not be renewed, title is not being updated to Polar Kraft Manufacturing LLC, and then to Nautic Global Group, Inc.

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
OUTLANDER (B&H Ref: 152-037.001)	1,320,263	TMA750,653	term until 10/20/24. (Boats).
Trademark: (Class 12): NAUTIC GLOBAL GROUP - Refile (B&H Ref: 152-042.001)	NOT YET FILED	N/A	
Trademark (Class 12): NEW FISH HEAD LOGO  (B&H Ref: 152-045)	4/3/07 77/147,355	12/9/08 3,544,285	Affidavit of Incontestability due 12/9/13. (Boats).
Trademark (Class 12): NAUTIC GLOBAL GROUP and Design-Refile  (B&H Ref: 152-046.002)	NOT YET FILED	N/A	
Trademark (Class 12): RINKER	11/7/95 75/016,324	5/13/97 2,060,615	Effective for 10 year term until 5/15/17. (Boats).
Trademark (Class 25): RINKER	11/7/95 75/016,323	5/13/97 2,060,614	Effective for 10 year term until 5/15/17. (Boats).

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
Trademark (Class 12): TIME WELL SPENT	1/24/02 76/362,581	10/5/04 2,891,600	Effective for ten year term – Affidavits of Continued Use and Incontestability have been filed. (Boats).
Trademark (Class 12) ATLANTIC And Design  (B&H Ref: 152-052)	12/16/2008 77/634,343	N/A	To be Abandoned per client's instruction for failure to respond to office action due 4/7/10. (Boats)
Trademark (Class 12) ATLANTIC (B&H Ref: 152-051)	12/16/2008 77/634,321	N/A	To be Abandoned per client's instruction for failure to respond to office action due 4/7/10. (Boats)
Trademark (Class 12) Australia: SWEETWATER	6/21/02 917371	6/21/02 917371	Effective for 10 year term. (pleasure boats for recreation and commercial use).
Trademark (Class 12) Australia: HURRICANE	6/21/02 917370	6/21/02 917370	Effective for 10 year term. (pleasure boats for recreation and commercial use).

Trade Names

1. Rinker Boat Company
2. Godfrey Marine

3. Polar Kraft

Common Law Trademarks

None.

Trademark Licenses²

1. Polar Kraft Manufacturing LLC (f/k/a Polar Kraft Manufacturing Co.) (designated in the License Agreement as Polar Kraft Boats, Division of Godfrey) has entered into a License Agreement – Copyright and Trademark (the “Mossy Oak License”), dated as of May 25, 2004 (as amended, restated, supplemented or otherwise modified from time to time), with Haas Outdoors, Inc. The Mossy Oak License grants Polar Kraft a non-exclusive license to use camouflage patterns known as “Mossy Oak[®]”, “Break-Up[®]” and “Shadow Grass[®]” and trademarks “Mossy Oak[®]”, “Break-Up[®]” and “Shadow Grass[®]” in the wholesale channels of trade in North America. The Mossy Oak License is terminable by Haas Outdoors, Inc. if a minimum royalty of \$2,500 per year is not paid, and pursuant to its terms, the Mossy Oak License is non-assignable.

² Simultaneously with the consummation of the Restructuring Transactions (as defined in the Credit Agreement), all rights and obligations of Polar Kraft Manufacturing LLC shall be assigned to Nautic Global Group, Inc.