

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
Malibu Boats, LLC		07/11/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	1155 Peachtree St, NE, Suite 800
Internal Address:	Mail Code GA-ATL-244, 8th Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Banking Corporation: GEORGIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2976242	MALIBU
Registration Number:	2464630	SUNSCAPE
Registration Number:	1941229	
Registration Number:	3106853	RESPONSE
Registration Number:	3109324	WAKESETTER
Registration Number:	3782040	AXIS WAKE RESEARCH
Registration Number:	3928212	AXIS
Registration Number:	3928211	AXIS
Serial Number:	85495442	MXZ
Serial Number:	85495919	TXI
Serial Number:	77844791	

CORRESPONDENCE DATA

OP \$290.00 2976242

Fax Number: 6153133972
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 615-244-5200
Email: alexandra.mackay@stites.com
Correspondent Name: Alexandra T. MacKay
Address Line 1: 401 Commerce Street
Address Line 2: Suite 800
Address Line 4: Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	02000N/120869
NAME OF SUBMITTER:	Francine M. VanAelst
Signature:	/Francine M. VanAelst/
Date:	07/18/2012

Total Attachments: 6
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TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement (this "Trademark and Patent Security Agreement"), dated July 11, 2012, by MALIBU BOATS, LLC, a Delaware limited liability company (the "Debtor"), entered into in favor of SUNTRUST BANK, a Georgia state banking corporation (together with its successors and assigns, the "Lender") pursuant to the agreement titled Security Agreement and dated as of the date hereof (the "Security Agreement").

W I T N E S S E T H:

WHEREAS, the Debtor is party to the Security Agreement in favor of the Lender pursuant to which the Debtor is required to execute and deliver this Trademark and Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to extend certain credit described in the Security Agreement, the Debtor hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark and Patent Collateral. The Debtor hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Debtor (collectively, the "Trademark and Patent Collateral"):

- (a) Presently existing and hereafter arising trademarks and patents of the Debtor, including, without limitation, those listed on Schedule 1 attached hereto;
- (b) all goodwill associated with the business conducted by Debtor in connection with and symbolized by the trademarks owned by Debtor; and
- (c) all proceeds, license rights, royalties, rights to payment, accounts receivable, payment intangibles, proceeds from any litigation, indemnity or warranty with respect to any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark and Patent Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Lender 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. In the event that any provision of this Trademark and Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon the full payment and performance of the Indebtedness (other than unmatured indemnification obligations), upon written request of the Debtor, the Lender shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark and Patent Security Agreement.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF TENNESSEE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

-SIGNATURE PAGE FOLLOWS-

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

DEBTOR:

MALIBU BOATS, LLC

By: *[Signature]*

Title: Secretary

Accepted and Agreed:

LENDER:

SUNTRUST BANK

By: _____

Title: _____

Trademark and Patent Security Agreement

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

DEBTOR:

MALIBU BOATS, LLC

By: _____

Title: _____

Accepted and Agreed:

LENDER:

SUNTRUST BANK

By:  _____

Title: AVP _____

SCHEDULE 1
to
TRADEMARK AND PATENT SECURITY AGREEMENT

I. Trademarks

<u>Grantor</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Issue Date</u>
Malibu Boats, LLC	Malibu Word Mark	USA	2,976,242	7/26/2005
Malibu Boats, LLC	Sunscape	USA	2,464,630	6/26/2001
Malibu Boats, LLC	Sunset logo (sun only)	USA	1,941,229	12/12/1995
Malibu Boats, LLC	Response Mark	USA	3,106,853	6/20/2006
Malibu Boats, LLC	Wakesetter Mark	USA	3,109,324	6/27/2006
Malibu Boats, LLC	Wakesetter Mark	Canada	801,508	7/6/2011
Malibu Boats, LLC	Axis Wake Research Mark	USA	3,782,040	4/27/2010
Malibu Boats, LLC	Axis Logo Stylized	USA	3,928,212	3/8/2011
Malibu Boats, LLC	Axis Word Mark	USA	3,928,211	3/8/2011
Malibu Boats, LLC	Axis Wake Research Mark	Canada	Pending	Pending
Malibu Boats, LLC	Axis Wake Research Mark	Spain; Australia	993,966	2/11/2009

II. Patents

<u>Grantor</u>	<u>Patent Titles</u>	<u>Country</u>	<u>Patent No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
Malibu Boats, LLC	Engine Mount System	USA	5,211,592	962,942	10/19/1992	5/18/1992
Malibu Boats, LLC	Ski Rope Attachment Device	USA	5,018,474	498,043	3/22/1990	5/28/1991
Malibu Boats, LLC	Windshield Edge Assembly	USA	6,647,915	10/177,403	6/20/2002	11/18/2002
Malibu Boats, LLC	Method and Apparatus for Modifying Wake	USA	7,140,318	11/301,852	12/12/2005	11/28/2006
Malibu Boats, LLC	Wake Towers and Methods of Use and Manufacture Thereof	USA	8,171,874	12/714,318	2/26/2010	5/8/2012
Malibu Boats, LLC	Method and Apparatus for Modifying Wake	Canada	2,568,275	2,568,275	11/16/2006	3/23/2010
Malibu Boats, LLC	MXZ Mark	USA	Pending	85/495,442	12/14/2011	Pending
Malibu Boats, LLC	Txi Mark	USA	Pending	85/495,919	12/14/2011	Pending
Malibu Boats, LLC	Wake Towers and Methods of Use and Manufacture Thereof	USA	Pending	13/463,613	5/3/2012	Pending
Malibu Boats, LLC	Wake Tower	USA	Pending	29/356,573	2/26/2010	Pending
Malibu Boats, LLC	Wake Tower Stylized Design Mark	USA	Pending	77/844,791	10/8/2009	Pending
Malibu Boats, LLC	Apparatus for Dampening Rudder Vibration	USA	Pending	12/572,987	10/2/2009	Pending
Malibu Boats, LLC	Method and Apparatus for Modifying Wake	Australia	Pending	2006246517	2/13/2007	Pending
Malibu Boats, LLC	Pylon/Camera Assembly	USA	Unfiled	Unfiled	Unfiled	Unfiled
Malibu Boats, LLC	Surf Fin Concept	USA	Unfiled	Unfiled	Unfiled	Unfiled
Malibu Boats, LLC	Surf Wake System for a Watercraft	USA	Pending	13/545,969	7/11/2012	Pending