

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
	Clearwater Marine, Inc.		07/29/2011
			Entity Type
			CORPORATION:
RECEIVING PARTY DATA			
Name:	E & D Assets, LLC		
Street Address:	412 South Court Street		
City:	Florence		
State/Country:	ALABAMA		
Postal Code:	35630		
Entity Type:	CORPORATION: ALABAMA		
PROPERTY NUMBERS Total: 1			
	Property Type	Number	Word Mark
	Serial Number:	77567911	CLEARWATER
CORRESPONDENCE DATA			
Fax Number:	2565350818		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	256-535-0817		
Email:	aary@heardlaw.com		
Correspondent Name:	Angela S. Ary		
Address Line 1:	307 Clinton Ave. W., Suite 310		
Address Line 4:	Huntsville, ALABAMA 35801		
ATTORNEY DOCKET NUMBER:	E. SAK		
NAME OF SUBMITTER:	Angela S. Ary		
Signature:	/Angela S. Ary/		
Date:	10/03/2012		
Total Attachments: 3 source=Bill of Sale from MMI to ED 072911#page1.tif source=Bill of Sale from MMI to ED 072911#page2.tif source=Bill of Sale from MMI to ED 072911#page3.tif			

OP \$40.00 77567911

STATE OF ALABAMA)
)
COUNTY OF LAUDERDALE)

BILL OF SALE

*Clearwater Marine, Inc. and
Marine Manufacturing Corp.*

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are acknowledged, _____, a *Minnesota* company (hereinafter referred to as "Seller"), hereby bargains, sells, and conveys to E & D Assets, LLC, an Alabama limited liability company, as Purchaser all rights, title and interest in and to the following Assets:

1. "Key Largo" and "Clearwater" as a trade name, brand name, and/or trademark as well as all model names used by the Business.
2. All general intangibles, including all contract rights, patents, patents-pending, trade names, copy rights, trademarks, and good will belonging to Seller.
3. The website domain names related to Seller including but not limited to www.keylargoofishingboats.com, www.clearwaterfishingboats.com and www.capecraftfishingboats.com and all website pages.
4. All website materials and data, advertising materials and data, videos, operations manuals for Seller.
5. All "Shop Fabrication and Construction notes and drawings" and engineering drawings, specifications and lists for the manufacture, distribution, maintenance or sale of all boats sold by Seller as well as all information stored on computer disc, hard drive, or any electronic format, regarding the business or boats, including but not limited to the manufacture, maintenance or sale of the boats sold by the Business as well as the molds, plugs, machinery and boats previously sold by the business.

The Seller represents and warrants that Seller (a) Seller has full ownership interest and rights to the above described Assets free, clear and unencumbered; (b) Seller has full power and authority to sell, transfer and assign the Assets and releases any interest therein; (c) Seller is not aware of any claims, setoffs or defenses that could be asserted in opposition to this conveyance; (d) Seller has the power and authority to make this Bill of Sale and is not prohibited or restrained by any contract, judgment, order, decree, covenant, or bylaw from executing this Agreement and complying with the provisions hereof; and (e) Seller has not taken any action nor executed any instrument that might prevent Buyer from obtaining full legal title to the Assets conveyed herein.

Dated this ^{29th} 16th day of ^{July} June, 2011.

SELLER:

Clearwater Marine, Inc.
a Minnesota company

By: [Signature]
Print Name: V. FRANCIS LUKART II
Title: CFO
Date: 29 July 2011

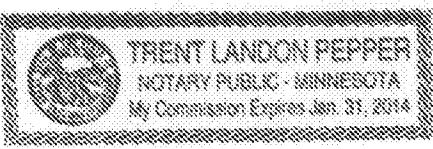
STATE OF Minnesota)
COUNTY OF Isanti)

I, the undersigned Notary Public in and for said County in said State, hereby certify that V. Francis Lukart II, whose name as CFO of Clearwater Marine, Inc. a Minnesota company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such principal and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this ^{29th} 16th day of ^{July} June, 2011.

Notary Public: Trent Landon Pepper
My commission expires: 1/31/2014

[NOTARIAL SEAL]



Dated this ^{20th} ~~10th~~ day of ^{July} ~~June~~, 2011.

SELLER:

Machine Manufacturing Corp
a Minnesota company

By: V. Francis Luikart II

Print Name: V. FRANCIS LUIKART II

Title: CFO

Date: 20 July 2011

STATE OF Minnesota)
COUNTY OF Isanti)

I, the undersigned Notary Public in and for said County in said State, hereby certify that V. Francis Luikart II, whose name as CFO of Machine Manufacturing Corp a Minnesota company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such principal and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this ^{20th} ~~7th~~ day of ^{July} ~~June~~, 2011.

Notary Public: Trent Landon Pepper

[NOTARIAL SEAL]

My commission expires: 01/31/2014

