

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317719

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COBALT BOATS, LLC		09/08/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMORGAN CHASE BANK, N.A.		
<b>Street Address:</b>	6800 College Boulevard		
<b>Internal Address:</b>	Floor 4		
<b>City:</b>	Overland Park		
<b>State/Country:</b>	KANSAS		
<b>Postal Code:</b>	66211		
<b>Entity Type:</b>	A NATIONAL BANKING ASSOCIATION: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	72325338	COBALT	
<b>Serial Number:</b>	78362603	C	
<b>Serial Number:</b>	86197836	MARKER ONE	
<b>Serial Number:</b>	86197797	MARKER ONE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	913-451-5153		
<b>Email:</b>	aquinn@lathropgage.com		
<b>Correspondent Name:</b>	Anna Quinn		
<b>Address Line 1:</b>	10851 Mastin Boulevard		
<b>Address Line 2:</b>	Building 82, Suite 1000		
<b>Address Line 4:</b>	Overland Park, KANSAS 66210-1669		
<b>ATTORNEY DOCKET NUMBER:</b>	560299		
<b>NAME OF SUBMITTER:</b>	Anna M. Quinn		
<b>SIGNATURE:</b>	/Anna M. Quinn/		
<b>DATE SIGNED:</b>	09/23/2014		

CH \$115.00 72325338

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “Agreement”) is dated as of September 8, 2014, and is by COBALT BOATS, LLC, a Delaware limited liability company (the “Grantor”), in favor of JPMORGAN CHASE BANK, N.A., its successors and assigns (the “Secured Party”).

### RECITALS

A. The Grantor and the Secured Party are entering into a Credit Agreement dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

B. As a condition precedent to the Credit Agreement, the Grantor and the Secured Party are entering into a Pledge and Security Agreement dated of even date herewith (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned to such terms in the Security Agreement.

C. The Grantor is entering into this Agreement in order to induce the Secured Party to enter into and extend credit to the Grantor under the Credit Agreement.

D. Pursuant to the Security Agreement, Grantor has granted to Secured Party a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, all products and all proceeds thereof to secure the payment and performance of the Obligations.

### AGREEMENT

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Security Agreement, and the other Loan Documents (as defined in the Credit Agreement), Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule I attached hereto and incorporated herein, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule I, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule I, any trademark issued pursuant to a trademark application referred to in Schedule I and any trademark licensed under any trademark license listed on Schedule I (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”). Notwithstanding the foregoing, any trademark applications filed in the United States Patent and Trademark Office (“PTO”) on the basis of any Grantor’s intent to use such trademark shall be excluded from Trademark Collateral, unless and until a statement of use or amendment to allege

use is filed in the PTO, whereupon such trademark shall automatically be deemed included in the Trademark Collateral.

provided, in no event shall the security interest granted hereunder attach to any lease, license, contract, property rights or agreement to which Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in a breach or termination pursuant to the terms of, or default under, any such lease, license, contract, property rights or agreement or pursuant to rule of law, statute or regulation that prohibits, restricts or requires the consent of a governmental body to the grant of such security interest therein, other than to the extent that any such term is rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision) and, provided, upon the request of Secured Party, Grantor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured Party's enforcement of such security interest) in Secured Party's rights under such lease or license.

This security interest and lien is granted in conjunction with the security interests and liens granted to Secured Party pursuant to the Security Agreement and Credit Agreement and subject to limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest and liens 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.

**THE TERMS OF SECTIONS 8.09 AND 8.10 OF THE CREDIT AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, VENUE AND WAIVER OF JURY TRIAL ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.**

[signature page follows]

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**COBALT BOATS, LLC**, a Delaware  
limited liability company

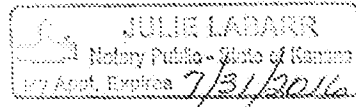
By: William J. Wallisch  
Name: William J. Wallisch  
Title: CFO

STATE OF KANSAS            )  
  ) ss  
COUNTY OF Wilson    )

On this 4th day of September, 2014, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Julie Labarr  
Notary Public

Acknowledged as of the date  
first set forth above



**JPMORGAN CHASE BANK, N.A.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**COBALT BOATS, LLC**, a Delaware  
limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF KANSAS            )  
  ) ss  
COUNTY OF \_\_\_\_\_)

On this \_\_\_\_ day of September, 2014, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.





\_\_\_\_\_  
Notary Public

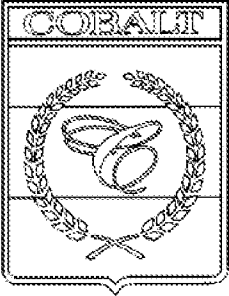
Acknowledged as of the date  
first set forth above

**JPMORGAN CHASE BANK, N.A.**

By: *Nathan Tesman*  
Name: Nathan Tesman  
Title: Assistant Officer

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark	Filing Date	Serial No.	Registration Date	Registration No.
"COBALT"	04/23/1969	72325338	05/19/1970	0891199
"COBALT" (Canada)	12/29/1975	0393007	02/04/1977	TMA218743
	02/04/2004	78362603	03/22/2005	78362603
	02/19/2014	86197836	Pending	Pending
MARKER ONE	02/19/2014	86197797	Pending	Pending
<b>Cancelled Trademarks (United States)</b>				
	05/18/1987	73661528	01/12/1988	1472158
	09/22/1980	73278804	11/17/1981	1178002
<b>Expunged Trademarks (Canada)</b>				

	04/08/1982	0485462	12/17/1982	TMA274948
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