

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM328972

<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>
Taylor Made Group, LLC		01/13/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Manufacturers and Traders Trust Company		
<b>Street Address:</b>	25 South Charles Street		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21201		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 41</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1554594	CLEAR CURVE	
<b>Registration Number:</b>	1513629	TRAILERITE	
<b>Registration Number:</b>	2317941	CROS CURVE	
<b>Registration Number:</b>	2004757	SPOILER	
<b>Registration Number:</b>	1095679	TAYLOR MADE	
<b>Registration Number:</b>	1071284	TAYLOR MADE	
<b>Registration Number:</b>	2154051	MOOR 'N' STOR	
<b>Registration Number:</b>	2060579	TAYLOR TUX	
<b>Registration Number:</b>	2052114	TAYLOR TUX	
<b>Registration Number:</b>	2213910	TAYLOR MADE SYSTEMS	
<b>Registration Number:</b>	2208250	TAYLOR MADE PRODUCTS	
<b>Registration Number:</b>	2258495	TAYLOR MADE CUSTOM PRODUCTS	
<b>Registration Number:</b>	2306404	TAYLOR MADE GLASS	
<b>Registration Number:</b>	2322914	TAYLOR MADE	
<b>Registration Number:</b>	1069412	BOATOP	
<b>Registration Number:</b>	1113536	HULL-GARD	
<b>Registration Number:</b>	2245921	SPORTSHIELD	
<b>Registration Number:</b>	2271872	TAYLOR TARP	
<b>Registration Number:</b>	2273978	THE ULTIMATE COVER	
<b>TRADEMARK</b>			

OP \$1040.00 1554594

Property Type	Number	Word Mark
Registration Number:	2287410	SUR-MOOR
Registration Number:	2756715	FASTBACK
Registration Number:	2743319	CLEAN CURVE
Registration Number:	2638732	BOATGUARD
Registration Number:	2710067	SURVIVOR
Registration Number:	2615316	RAINBREAKER
Registration Number:	2785857	LEGACY
Registration Number:	2995538	TAYLOR MADE ADMIRAL'S CLUB
Registration Number:	2967743	DOCKGARD
Registration Number:	2995566	DOCK PRO
Registration Number:	3105307	NO KNOT
Registration Number:	2987813	QUICK KNOT
Registration Number:	3046644	TRUE COLOR
Registration Number:	2864716	PERIMETER INDUSTRIES
Registration Number:	3545094	TAYLOR MADE
Registration Number:	3197735	CONSOLE CURVE
Registration Number:	3597002	STORM FRONT
Registration Number:	4085531	WATER BONNET
Registration Number:	3585160	BEACON ISLAND
Registration Number:	2441394	AMERITEX TECHNOLOGIES
Serial Number:	86355112	SURVIVOR AND DESIGN
Serial Number:	86324437	AQUA PUNCHING BAG

**CORRESPONDENCE DATA**

Fax Number: 3128637865

*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.*

Phone: 312-201-3865

Email: sharon.patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson, Paralegal

Address Line 1: Goldberg Kohn Ltd., 55 E. Monroe St.

Address Line 2: Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	7080.004
NAME OF SUBMITTER:	Sharon Patterson
SIGNATURE:	/sharon patterson/
DATE SIGNED:	01/14/2015

Total Attachments: 9

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 13, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Manufacturers and Traders Trust Company ("M&T"), as lender (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 13, 2015 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among Taylor Made Group, LLC, a Delaware limited liability company ("Taylor Group"), Taylor Made Credit, LLC, a Delaware limited liability company ("Taylor Credit"), Taylor Made Glass & Systems Limited, a company organized under the laws of Ireland ("Taylor Ireland") and Trend Marine Products Limited, a company organized under the laws of the United Kingdom ("Taylor UK"; collectively, Taylor Group, Taylor Credit, Taylor Ireland and Taylor UK, the "Borrowers" and each, individually, a "Borrower"), the other parties from time to time party thereto as "Loan Parties," and the Lender, the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement of even date herewith in favor of the Lender (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the other Borrowers; and

WHEREAS, all of the Grantors are party to the Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all Intellectual Property licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees 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.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Intellectual Property licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or Electronic transmission shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or Electronic transmission to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or Electronic transmission as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

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.

TAYLOR MADE GROUP, LLC, a Delaware limited liability company, as Grantor

By: Robert Khalife  
Name: Robert Khalife  
Title: Vice President – Finance

ACCEPTED AND AGREED  
as of the date first above written:

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Lender

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

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.

TAYLOR MADE GROUP, LLC, a Delaware limited liability company, as Grantor

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

ACCEPTED AND AGREED  
as of the date first above written:

MANUFACTURERS AND TRADERS TRUST  
COMPANY, as Lender

By: Gregory M. Vutran  
Name: Gregory M Vutran  
Title: Vice President

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Name</u>	<u>Trademark</u>	<u>Registration Date</u>	<u>Country Where Filed:</u>	<u>Registration Number</u>
Taylor Group	CLEAR CURVE	9/5/1989	United States	1,554,594
Taylor Group	TAYLOR MADE & Design	6/17/1987	Great Britain	1,313,226
Taylor Group	TAYLOR MADE & Design	1/16/1991	New Zealand	172,909
Taylor Group	TRAILERITE	11/22/1988	United States	1,513,629
Taylor Group	CROS CURVE	2/15/2000	United States	2,317,941
Taylor Group	SPOILER	10/1/1996	United States	2,004,757
Taylor Group	TAYLOR MADE	7/11/1978	United States	1,095,679
Taylor Group	TAYLOR MADE & Design	8/16/1977	United States	1,071,284
Taylor Group	MOOR 'N' STOR	4/28/1998	United States	2,154,051
Taylor Group	TAYLOR TUX	5/13/1997	United States	2,060,579
Taylor Group	TAYLOR TUX & Design	4/15/1997	United States	2,052,114
Taylor Group	TAYLOR MADE & Design	4/3/1981	Canada	257,306
Taylor Group	TAYLOR MADE & Design	4/3/1981	Canada	257,303
Taylor Group	TAYLOR MADE SYSTEMS	12/29/1998	United States	2,213,910
Taylor Group	TAYLOR MADE PRODUCTS	12/8/1998	United States	2,208,250
Taylor Group	TAYLOR MADE CUSTOM PRODUCTS	7/6/1999	United States	2,258,495
Taylor Group	TAYLOR MADE GLASS	1/4/2000	United States	2,306,404
Taylor Group	TAYLOR MADE	2/29/2000	United States	2,322,914
Taylor Group	BOATOP	7/12/1977	United States	1,069,412
Taylor Group	HULL-GARD	2/20/1979	United States	1,113,536
Taylor Group	TAYLOR MADE GROUP	10/17/2002	Canada	568,946
Taylor Group	TAYLORMARINE.COM	5/18/1999	Canada	511,991



Taylor Group	TAYLOR MADE GLASS	8/29/2002	Canada	865,748
Taylor Group	TAYLOR MADE PRODUCTS	8/27/2002	Canada	566,480
Taylor Group	TAYLOR MADE SYSTEMS	8/27/2002	Canada	566,475
Taylor Group	SPORTSHIELD	5/18/1999	United States	2,245,921
Taylor Group	TAYLOR TARP	8/24/1999	United States	2,271,872
Taylor Group	THE ULTIMATE COVER	8/31/1999	United States	2,273,978
Taylor Group	SUR-MOOR	10/19/1999	United States	2,287,410
Taylor Group	TAYLOR MADE	8/4/2003	Canada	586,509
Taylor Group	TAYLOR MADE	4/17/2000	CTM	872,150
Taylor Group	TAYLOR MADE	10/17/2000	Brazil	8,209,924,288
Taylor Group	TAYLOR MADE & Design	1/4/1999	Australia	782,202
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303370-80
Taylor Group	TAYLOR MADE GROUP	1/4/1999	Australia	782,203
Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303381-91
Taylor Group	FASTBACK	8/26/2003	United States	2,756,715
Taylor Group	CLEAN CURVE	7/29/2003	United States	2,743,319
Taylor Group	BOAT GUARD	10/22/2002	United States	2,638,732
Taylor Group	CLEAN CURVE	4/24/2003	CTM	2,327,005
Taylor Group	SURVIVOR	4/22/2003	United States	2,710,067
Taylor Group	RAINBREAKER	9/3/2002	United States	2,615,316
Taylor Group	LEGACY	11/25/2003	United States	2,785,857
Taylor Group	TAYLOR MADE ADMIRAL'S CLUB & Design	9/13/2005	United States	2,995,538
Taylor Group	DOCKGARD	7/12/2005	United States	2,967,743
Taylor Group	DOCK PRO	9/13/2005	United States	2,995,566
Taylor Group	NO KNOT	6/13/2006	United States	3,105,307
Taylor Group	QUICK KNOT	8/23/2005	United States	2,987,813
Taylor Group	TRUE COLOR	1/17/2006	United States	3,046,644
Taylor Group	PERIMETER INDUSTRIES & Design	7/20/2004	United States	2,864,716
Taylor Group	TAYLOR MADE & Design	12/9/2008	United States	3,545,094
Taylor Group	AER-O-BUOY	3/4/1952	Canada	40,674
Taylor Group	BOATGUARD	12/7/2009	China	4,600,248
Taylor Group	BOATGUARD	1/16/2006	Taiwan	1,192,113

Taylor Group	HULL-GARD	2/14/2008	China	4,600,249
Taylor Group	HULL-GARD	3/1/2006	Taiwan	1,198,216
Taylor Group	LEGACY	1/7/2009	China	4,600,250
Taylor Group	LEGACY	1/1/2006	Taiwan	1,189,789
Taylor Group	PERIMETER INDUSTRIES & Design	2/14/2008	China	4,600,251
Taylor Group	PERIMETER INDUSTRIES & Design	4/1/2006	Taiwan	1,201,915
Taylor Group	STOWAWAY	12/1/2005	Taiwan	1,183,955
Taylor Group	TAYLOR TARP	11/28/2009	China	4,600,252
Taylor Group	TAYLOR TARP	3/1/2006	Taiwan	1,198,440
Taylor Group	TRAILERITE	11/28/2009	China	4,600,247
Taylor Group	TRAILERITE	4/1/2006	Taiwan	1,203,284
Taylor Group	CONSOLE CURVE	1/9/2007	United States	3,197,735
Taylor Group	CONSOLE CURVE	5/2/2006	CTM	4,398,566
Taylor Group	TAYLOR MADE	7/16/2007	Taiwan	1,271,648
Taylor Group	TAYLOR MADE & Design	7/16/2007	Taiwan	1,271,649
Taylor Group	TAYLOR MADE & Design	7/16/2007	Taiwan	1,271,646
Taylor Group	TAYLOR MADE PRODUCTS	7/16/2007	Taiwan	1,271,647
Taylor Group	TAYLOR MADE	10/7/2008	China	4,667,251
Taylor Group	TAYLOR MADE	3/7/2008	China	4,667,250
Taylor Group	TAYLOR MADE	3/7/2008	China	4,667,249
Taylor Group	TAYLOR MADE	3/7/2008	China	4,667,248
Taylor Group	TAYLOR MADE	3/7/2008	China	4,667,247
Taylor Group	TAYLOR MADE	4/7/2009	China	4,667,246
Taylor Group	TAYLOR MADE	10/7/2008	China	4,667,245
Taylor Group	TAYLOR MADE	10/7/2008	China	4667244
Taylor Group	TAYLOR MADE	10/7/2008	China	4,667,243
Taylor Group	TAYLOR MADE	10/7/2008	China	4,667,242
Taylor Group	TAYLOR MADE	1/7/2009	China	4667561
Taylor Group	TAYLOR MADE	2/7/2009	China	4667560
Taylor Group	TAYLOR MADE	1/28/2009	China	4667559
Taylor Group	TAYLOR MADE & Design	10/7/2008	China	4667558
Taylor Group	TAYLOR MADE & Design	3/7/2008	China	4667557
Taylor Group	TAYLOR MADE & Design	3/2/2008	China	4667556
Taylor Group	TAYLOR MADE & Design	3/7/2008	China	4667555
Taylor Group	TAYLOR MADE & Design	3/6/2008	China	4667554
Taylor Group	TAYLOR MADE & Design	4/7/2009	China	4667553
Taylor Group	TAYLOR MADE & Design	10/7/2008	China	4667552
Taylor Group	TAYLOR MADE & Design	10/7/2008	China	4667567
Taylor Group	TAYLOR MADE & Design	10/7/2008	China	4667566
Taylor Group	TAYLOR MADE & Design	10/7/2008	China	4667565
Taylor Group	TAYLOR MADE & Design	1/7/2009	China	4667564
Taylor Group	TAYLOR MADE & Design	1/28/2009	China	4667563
Taylor Group	TAYLOR MADE & Design	1/28/2009	China	4667562
Taylor Group	TAYLOR MADE & Design	3/21/2008	China	4674279
Taylor Group	TAYLOR MADE & Design	3/21/2008	China	4674278
Taylor Group	TAYLOR MADE & Design	3/21/2008	China	4674277

Taylor Group	TAYLOR MADE & Design	3/21/2008	China	4674276
Taylor Group	TAYLOR MADE & Design	4/7/2009	China	4674275
Taylor Group	TAYLOR MADE & Design	10/7/2008	China	4674274
Taylor Group	TAYLOR MADE & Design	10/7/2008	China	4674273
Taylor Group	TAYLOR MADE & Design	12/28/2008	China	4674272
Taylor Group	TAYLOR MADE & Design	2/21/2009	China	4674271
Taylor Group	TAYLOR MADE & Design	2/7/2009	China	4674270
Taylor Group	TAYLOR MADE PRODUCTS	3/21/2008	China	4674269
Taylor Group	TAYLOR MADE PRODUCTS	3/21/2008	China	4674268
Taylor Group	TAYLOR MADE PRODUCTS	3/21/2008	China	4674267
Taylor Group	TAYLOR MADE PRODUCTS	3/21/2008	China	4674266
Taylor Group	TAYLOR MADE PRODUCTS	4/7/2009	China	4674265
Taylor Group	TAYLOR MADE PRODUCTS	10/7/2008	China	4674264
Taylor Group	TAYLOR MADE PRODUCTS	10/7/2008	China	4674263
Taylor Group	TAYLOR MADE PRODUCTS	12/28/2008	China	4674262
Taylor Group	TAYLOR MADE PRODUCTS	6/14/2011	China	4674261
Taylor Group	TAYLOR MADE PRODUCTS	1/28/2009	China	4674260
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303371
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303372
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303373
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303374
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303,375
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303,376
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303377
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303,378
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303,379
Taylor Group	TAYLOR MADE & Design	12/24/1998	New Zealand	303380
Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303382
Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303383
Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303384
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Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303387
Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303388

Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303389
Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303390
Taylor Group	TAYLOR MADE GROUP	12/24/1998	New Zealand	303391
Taylor Group	HULL-GARD	12/23/1977	Canada	225004
Taylor Group	SPORTSHIELD	11/25/1977	Canada	TMA224298
Taylor Group	STORMFRONT & Design	3/31/2009	United States	3,597,002
Taylor Group	WATER BONNETT & Anchor Design	1/17/2012	United States	4,085,531
Taylor Group	BEACON ISLAND & Design	3/10/2009	United States	3,585,160
Taylor Group	AMERITEX TECHNOLOGIES	4/3/2001	United States	2,441,394
Taylor Group	TAYLOR MADE	2/26/2002	Brazil	820924270
Taylor Group	TAYLOR MADE	10/17/2000	Brazil	200002430
Taylor Group	SURVIVOR & Design		United States	86/355,112
Taylor Group	AQUA PUNCHING BAG		United States	86/324.437

2. TRADEMARK APPLICATIONS

*See above.*

3. INTELLECTUAL PROPERTY LICENSES

NONE