

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357459

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Trademark Security Interest (First Lien)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silverpoint Finance, LLC, as Collateral Agent		10/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Nautic Global Group, Inc.
Street Address:	4500 Middlebury Street
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516-9068
Entity Type:	CORPORATION: DELAWARE
Name:	NGG Holdings LLC
Street Address:	4500 Middlebury Street
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46516-9068
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

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

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2367651	ASSAULT
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:	77634321	ATLANTIC
Serial Number:	77634343	ATLANTIC

CORRESPONDENCE DATA

Fax Number: 9192868199

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: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER: 327000-27350

NAME OF SUBMITTER: John E. Slaughter

SIGNATURE: /John E. Slaughter/

DATE SIGNED: 10/05/2015

Total Attachments: 9

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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this "Release") made as of October 2, 2015, is granted by SILVERPOINT FINANCE, LLC, a Delaware limited liability company located at 2 Greenwich Plaza, 1st Floor, Greenwich, CT 06830, in its capacity as administrative agent and collateral agent under the Resignation Agreement (as defined below) for the secured parties (the "Successor Agent"), in favor of the Nautic Global Group, Inc., a Delaware corporation located at 4500 Middlebury Street, Elkhart, Indiana 46516-9068 ("Borrower") and NGG Holdings LLC, a Delaware limited liability company located at 4500 Middlebury Street, Elkhart, Indiana 46516-9068 ("Holdings").

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 and Guaranty Agreement"), the Prior Agent and certain grantor parties identified on the signature page thereto (the "Grantors") entered into that certain Pledge and Security Agreement, dated as of April 21, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), and the Trademark Security Agreement, dated as of April 21, 2010 (the "Trademark Security Agreement", and, together with the Credit and Guaranty Agreement and the Security Agreement, the "Original Agreements"), pursuant to which each Grantor unconditionally granted, collaterally assigned, and pledged to the Assignor (and its agents and designees), for the benefit of the Secured Parties, a valid and continuing security interest in all of such Grantor's right, title and interest in and to, whether then owned or thereafter acquired or arising or wherever located, the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 11, 2010, at Reel/Frame 4203/0778;

WHEREAS, the Prior Agent sold and assigned the Loans and its Commitments under the Credit and Guaranty Agreement to the Successor Agent, SPCP Group III, LLC, Silver Point Capital Fund, L.P., and Silver Point Capital Offshore Master Fund, L.P. (collectively, the "New Lenders"), and the New Lenders purchased and assumed such Loans and Commitments pursuant to that certain Assignment and Assumption Agreement, dated as of December 19, 2014 (such assignment and assumption, the "Loan Transfer");

WHEREAS, in connection with the Loan Transfer, the Prior Agent, the Successor Agent, Borrower, Holdings, the lenders party to the Credit and Guaranty Agreement, and the New Lenders entered into that certain Agreement Regarding Agency Resignation, Appointment and Acceptance, dated as of January 5, 2014 (the "Resignation Agreement"), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent under the Original Agreements and was succeeded to and replaced by the Successor Agent as successor Administrative Agent and Collateral Agent;

WHEREAS, pursuant to the terms and conditions of the Resignation Agreement, Prior Agent and Successor Agent entered into a Notice of Succession of Agency and Transfer of Security Interest, dated March 3, 2015 and recorded in the United States Patent and Trademark Office on March 7, 2015 at Reel/Frame 5473/0338, whereby the Prior Agent assigned all Liens

in the Trademark Collateral to Successor Agent for itself and on behalf of Lenders and the Successor Agent succeeded to and became vested in all rights, powers and duties of Prior Agent under the Credit Agreement and other credit documents including the trademarks set forth on Schedule A hereto (collectively, the “Released Collateral”);

WHEREAS, pursuant to the terms and conditions set forth in the Original Agreements, the Loan Transfer, the Resignation Agreement and the Notice of Succession of Agency and Transfer of Security Interest, and relying upon the representations, warranties and certifications made by Borrower and Holdings, the Successor Agent has agreed to release and terminate its lien on and security interest in the Released Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Holdings and the Successor Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition shall have the meanings given to them in the Notice of Succession of Agency and Transfer of Security Interest or, if not defined therein, then as defined or otherwise referenced in the Resignation Agreement, the Original Agreements and the Loan Transfer, unless otherwise indicated.

Section 2. Release of Security Interest. The Successor Agent hereby (i) releases, terminates and forever discharges fully its lien on and security interest in all right, title and interest in, to or under the Released Collateral, whether arising under Original Agreements, the Loan Transfer, the Resignation Agreement or otherwise, and (ii) reassigns and transfers to Borrower and Holdings any right, title and interest that the Successor Agent may have in, to or under the Released Collateral.


Section 3. Further Assurances. The Successor Agent shall, at the reasonable request and sole cost and expense of the Borrower and Holdings, take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be reasonably necessary or desirable to evidence the release and termination of the Successor Agent’s security interests in the Released Collateral, and to consummate and make effective the transactions contemplated by this Release.

Section 4. Governing Law. This Release shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to conflicts of laws principles thereof.

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IN WITNESS WHEREOF, the Successor Agent has duly executed and delivered this Release as of the day and year first written above.

SILVER POINT FINANCE, LLC,
as Successor Agent

By: 
Name: _____
Title: Michael A. Gatto
Authorized Signatory

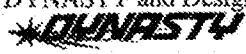
[Signature Page to Release of Trademark Security Interest]




**SCHEDULE A
TO
RELEASE OF 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.