

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM433129

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|---|---|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Amended and Restated Trademark and Patent Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Malibu Boats, LLC | | 06/28/2017 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | SunTrust Bank, as Administrative Agent | | |
| Street Address: | 3333 Peachtree Road, 7th Floor | | |
| Internal Address: | MC: GA-ATL-0244 | | |
| City: | Atlanta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30326 | | |
| Entity Type: | state banking corporation: GEORGIA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5158146 | SURF BAND | |
| Serial Number: | 86731054 | THE TRUTH IS ON THE WATER | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 9192868199 | | |
| <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> | | | |
| Phone: | 9192868000 | | |
| Email: | PTO_TMconfirmation@mvalaw.com, amberwest@mvalaw.com | | |
| Correspondent Name: | MOORE & VAN ALLEN PLLC | | |
| Address Line 1: | 3015 Carrington Mill Blvd., Suite 400 | | |
| Address Line 4: | Morrisville, NORTH CAROLINA 27560 | | |
| ATTORNEY DOCKET NUMBER: | 410643.44 | | |
| NAME OF SUBMITTER: | John Slaughter | | |
| SIGNATURE: | /john slaughter/ | | |
| DATE SIGNED: | 06/29/2017 | | |
| Total Attachments: 5 | | | |
| source=(2017) 2nd Amended and Restated TM and Patent Security Agreement - Malibu Boats, LLC to SunTrust | | | |

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**SECOND AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY
AGREEMENT**

This Second Amended and Restated Trademark and Patent Security Agreement (this "Trademark and Patent Security Agreement"), dated June 28, 2017, 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 "Secured Party") as Administrative Agent for the Lenders, pursuant to the agreement titled Second Amended and Restated Security Agreement dated as of the date hereof (the "Security Agreement").

WITNESSETH:

WHEREAS, the Debtor is party to the Security Agreement in favor of the Secured Party, for the benefit of the holders of the Indebtedness, pursuant to which the Debtor is required to execute and deliver this Trademark and Patent Security Agreement;

WHEREAS, the Debtor and the Secured Party are party to that certain Amended and Restated Trademark and Patent Security Agreement dated as of April 2, 2015 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Existing IP Security Agreement");

WHEREAS, as a condition precedent to the agreement of the Lenders to extend credit under the Credit Agreement, the Debtors are required to amend and restate the Existing IP Security Agreement pursuant to the terms hereof; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend certain credit described in the Security Agreement, the Debtor hereby agrees with the Secured Party 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 Secured Party, for the benefit of the holders of the Indebtedness, 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 the 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 Secured Party, for the benefit of the holders of the Indebtedness, pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark and Patent 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 Secured Party 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 Secured Party 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 and Patents under this Trademark and Patent Security Agreement.

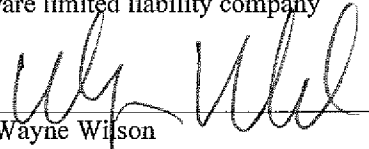
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[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,
a Delaware limited liability company

By: 
Name: Wayne Wilson
Title: Chief Financial Officer

TRADEMARK AND PATENT SECURITY AGREEMENT
MALIBU BOATS, LLC

TRADEMARK
REEL: 006094 FRAME: 0296

Accepted and Agreed:

SECURED PARTY:

SUNTRUST BANK

By: Tesha Winslow

Name: Tesha Winslow

Title: Director

Schedule 1

U.S. Patents

Patent Applications

| Title | Appl. No. | Filing Date |
|---|-------------------------|--------------------|
| CONTROL SYSTEMS FOR WATER-SPORTS WATERCRAFT | 15210776 20170038771 | 07/14/16 |
| SURF WAKE SYSTEM FOR A WATERCRAFT | 15133157 20170029072 | 04/19/16 |
| METHODS AND APPARATUS FOR FACILITATING WATERCRAFT PLANING | 14613248 20150217835 | 02/03/15 |
| SURF WAKE SYSTEM FOR A WATERCRAFT | 14666204 20150197314 | 03/23/15 |

U.S. Trademarks

Trademark Registrations

| Mark | Reg. No. | Reg. Date |
|-------------|-----------------|------------------|
| SURF BAND | 5158146 | 03/07/17 |

Trademark Application

| Mark | Appl. No. | Filing Date |
|---------------------------|------------------|--------------------|
| THE TRUTH IS ON THE WATER | 86731054 | 08/20/15 |