

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM434104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK AND PATENT SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COBALT BOATS, LLC		07/06/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SUNTRUST BANK		
Street Address:	3333 PEACHTREE ROAD, 7TH FLOOR		
Internal Address:	MAIL CODE: GA-ATL-0244		
City:	ATLANTA		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	Corporation: GEORGIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2934900	C	
Registration Number:	0891199	COBALT	
Registration Number:	4736407	MARKER ONE	
Registration Number:	4736409	MARKER ONE	
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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com, sandraday@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:	410643-44		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	07/07/2017		

OP \$115.00 2934900

Total Attachments: 5

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TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement (this "Trademark and Patent Security Agreement"), dated July 6, 2017, by COBALT 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;

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 of 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 the 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.

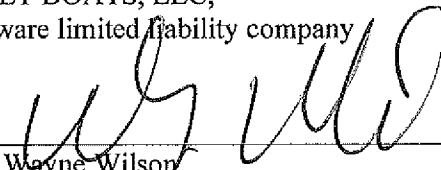
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[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:

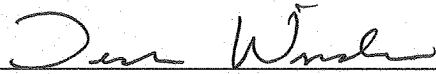
COBALT BOATS, LLC,
a Delaware limited liability company

By: 
Name: Wayne Wilson
Title: Chief Financial Officer

Accepted and Agreed:

SECURED PARTY:

SUNTRUST BANK

By: 

Name: Tesha Winslow

Title: Director

Schedule 1

**Cobalt Boats, LLC
(Delaware Limited Liability Company)**

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
MULTI-HULL PLATFORM BOAT	9475548	10/25/16
RETRACTABLE STEP FOR BOAT SWIM PLATFORM	8375880	02/19/13

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
C and Design	2934900	03/22/05
COBALT	0891199	05/19/70
MARKER ONE	4736407	05/12/15
MARKER ONE and Design	4736409	05/12/15