

03-30-2000

Client Code: YAMAU.761GEN



EET

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TO THE ASSISTANT COMMISSIONER OF PATENTS AND TRADEMARKS: Please record the attached original documents or copy thereof.

1. Name of conveying party: (If multiple assignors, list numerically)

Century Boat Company, L. P.

- Individual
- Association
- General Partnership
- Limited Partnership - Georgia
- Corporation - State -
- Other:

Additional name(s) of conveying party(ies) attached?

Yes No

2. Name and address of receiving party:

Name: L. S. Boat Company, Inc.
Internal Address:
Street Address: 6725 Bayline Drive
City: Panama City **State:** FL **ZIP:** 32404

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State - Florida

200 FEB 15 PM 12: 49
OPR/FINANCE

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) and address(es) attached?

Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other - Bill of Sale

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) August 31, 1995

4. Trademark Registration Nos:

- 1,287,055
- 1,323,082
- 1,284,200
- 1,287,842
- 1,307,941
- 1,342,442
- 1,368,840
- 1,360,416
- 1,322,055
- 1,322,054
- 1,287,841

Additional numbers attached? Yes No

03/29/2000 DCOATES 00000053 1287055

01 FC:481 40.00 OP
02 FC:482 250.00 OP

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Catherine J. Holland
 KNOBBE, MARTENS, OLSON & BEAR, LLP
 Customer No. 20,995
Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach **State:** CA **ZIP:** 92660
Attorney's Docket No.: YAMAU.761GEN

7. Total fee (37 CFR 3.41): \$290

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved:
11

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Catherine J. Holland
Name of Person Signing

Signature

2/8/00
Date

Total number of pages including cover sheet, attachments and document: 4

Mail documents to be recorded with required cover sheet information to:

BILL OF SALE, ABSOLUTE

KNOW ALL MEN BY THESE PRESENTS, That CENTURY BOAT COMPANY, L.P., a Georgia limited partnership, (herein "Century"), for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States, and other good and valuable consideration, to it paid by L. S. BOAT COMPANY, INC., a Florida corporation, (herein "L.S."), receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto L.S., the property, goods, chattels, contract rights, and other tangible or intangible property more particularly summarized and set forth in Schedule "A" hereto, together with any and all rights of Century thereunto pertaining, to have and to hold the same unto L.S. forever.

Century does covenant to and with L.S. that is the lawful owner of said property and that said property is free of all liens and encumbrances, except as otherwise set forth in that certain Acquisition Agreement between the parties dated August 31, 1995, and the schedules thereto. Otherwise, Century makes no warranty or covenant with respect to any of such property, including but not limited to the condition or remaining usefulness thereof, and such property is hereby sold AS IS, WHERE IS, as of the date hereof pursuant to L.S.' prior inspection and acceptance thereof.

IN WITNESS WHEREOF, the party of the first part has hereunto set its hand and seal the 31st day of August, 1995.

Signed, sealed and delivered in the presence of:

William Erickson
Richard E. Genth

CENTURY BOAT COMPANY, L.P.,
a Georgia limited partnership

By Century Management Corporation
a Florida corporation,
its General Partner

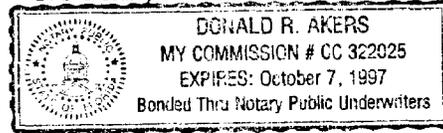
By Richard E. Genth
Richard E. Genth
Its President

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 31 day of August, 1995, by RICHARD E. GENTH, as President, for CENTURY MANAGEMENT CORPORATION.

Donald R Akers

Notary Public



Print, Type, or Stamp
Commissioned Name of
Notary Public

Personally Known OR Produced Identification _____

Type of Identification Produced _____

SCHEDULE A

All right, title and interest in and to all of the assets of Partnership (except the "Excluded Assets", as herein defined), including, without limitation, all of its: (a) real property situated in the State of Florida and as more fully described on Schedule 3(1)(i), and the improvements, fixtures and fittings thereon, and easements, rights-of-way and other appurtenants thereto (such as appurtenant rights in and to public streets), (b) tangible personal property of any kind, including machinery, equipment, tooling, inventories of raw materials and supplies manufactured and purchased parts, goods in process and finished goods, furniture, automobiles, trucks, molds, tractors, trailers, tools, jigs and dies, (c) intellectual property, goodwill associated therewith, licenses and sublicenses granted and obtained with respect thereto, and rights thereunder, remedies against infringements thereof, and rights to protection of interests therein under the laws of all jurisdictions, (d) leases, subleases and rights thereunder, (e) agreements, contracts, indentures, mortgages, instruments, security interests, guaranties, other similar arrangements, and rights thereunder, (f) accounts, notes and other receivables, (g) securities, (h) claims, deposits, repayments refunds, causes of action, choses in action, rights of recovery of set off, and rights of recoupment, (i) franchises, approvals, permits, licenses, orders, registrations, certificates, variances and similar rights obtained from governments and governmental agencies, (j) books, records, ledgers, files, documents, correspondence, lists, plats, architectural plans, drawings and specifications, creative materials, advertising and promotional materials, studies, reports and other printed or written materials, and (k) cash, provided, however, that the Acquired Assets shall not include any of the rights of the Partnership under this Agreement. Acquired Assets are "as is and with all faults, EXCEPTING herefrom those real and personal property assets of Seller located in Smackover, Arkansas and Nashville, Georgia, as described in the Acquisition Agreement dated _____, 1995, and all assets, tangible or intangible, in connection with Apache boats.

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