

04-20-2000

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

- Citizenship/State of Incorporation/Organization

04/20/2000 TTON11 0000061 182284 1972543

FOR OFFICE USE ONLY

01 FC: 481 40.00 CH
02 FC: 482 175.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

John R. Mannix, Jr.

03/06/2000

Name of Person Signing

Signature

Date Signed

RELEASE OF SECURITY INTEREST

This RELEASE OF SECURITY INTEREST (the "Release") is made and effective as of the date indicated below and is granted by FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association ("Releasor") in favor of MASTER CRAFT BOAT COMPANY, a corporation organized under the laws of the State of Tennessee ("Releasee").

WHEREAS, Releasee and Releasor entered into that certain Loan Agreement dated June 15, 1999, as amended or otherwise modified from time to time (the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Releasee executed and delivered that certain Patent and Trademark Security Agreement dated as of June 15, 1999 in favor of Releasor, pursuant to which Releasee granted to Releasor a continuing security interest (the "Security Interest") in all right, title and interest of Releasee in and to (i) all Patents, including, without limitation, all Patents and registrations listed on Schedule I hereto, (ii) all Trademarks, including, without limitation, each of the Trademarks and the goodwill of the business symbolized by each of the Trademarks, all customer lists and other records of Releasee relating to the distribution of all products bearing the Trademarks and each of the applications and registrations listed on Schedule II hereto, and (iii) any and all Proceeds of the foregoing, including without limitation, any claims by Releasee against third parties for infringement of the Trademarks and Patents (collectively, the "Collateral");

WHEREAS, the United States Patent and Trademark Office recorded the Patent and Trademark Security Agreement at Reel 1930/Frame 0596 and Reel 10061/Frame 0770 on July 6, 1999;

WHEREAS, Releasee has requested that Releasor release and discharge fully the Security Interest;

AND WHEREAS, Releasor is willing to release and discharge fully the Security Interest.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor hereby releases and discharges fully the Security Interest related to the Trademarks and Patents, and all other right, title and interest in the Collateral which may have been conveyed to Releasor (if any) pursuant to the Patent and Trademark Security Agreement, and Releasor reassigns any and all such right, title and interest it may have (if any) in the Collateral to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably requests in order to confirm Releasee's ownership of the rights reassigned to Releasee hereunder.

IN WITNESS WHEREOF, the Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 1 day of March, 2000.

FIRST TENNESSEE BANK
NATIONAL ASSOCIATION

By: David Perry
Name: David Perry
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Tennessee

SS.:

COUNTY OF Shelby

On this 1st day of March 2000, before me, the undersigned, personally appeared David Perry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
[NOTARY SEAL]

MY COMMISSION EXPIRES MAY 14, 2002

SCHUDULE I

PATENTS

TITLE	PATENT NUMBER
Boat	Des. 317,894
Tow Rope Pylon With Rotatable Bushing	4,893,577

SCHEDULE II

TRADEMARKS

TRADEMARK	REGISTRATION NO. (APPLICATION NO.)
MARISTAR	1,972,543
MASTERCRAFT	1,472,389
MASTERCRAFT	1,867,981
MASTERCRAFT LOGO	1,136,108
POWER SLOT & DESIGN	1,185,668
POWERSTAR	(75/428,628)
PROSTAR	(75/428,578)
X-STAR	2,180,436