

TRADEMARK RECORDATION COVER SHEET

08-09-2002



102184476

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
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1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202-3513

Please record the attached original documents or copy thereof.

Handwritten initials: 8-9-02

1. Name of conveying party(ies): Waycross Skiff, Inc.
2. Name and address of receiving party(ies): Yamaha Motor Corporation, U.S.A.
3. Nature of conveyance: Other Release
4. Application number(s) or registration number(s): 1,799,267

08/09/2002 TBIAZI 00000081 110404 1799267
01 FC:481 40.00 CH

5. Name and address of party to whom correspondence concerning documents should be mailed:
6. Total number of applications and registrations involved: 1
7. Total fee (37 CFR 3.41) \$40.00
8. Deposit account number: 110404

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.
Ronald D. Husdon, Esq.
August 8, 2002

RELEASE OF TRADEMARK

This Release of Trademark (this "Release") is made on the 5th day of August, 2002 between YAMAHA MOTOR CORPORATION, U.S.A., a California corporation, with a place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lender") and WAYCROSS SKIFF, INC., a Georgia corporation with its chief executive office located at 3231 Fulford Road, Waycross, Georgia 31503 ("Grantor").

W I T N E S S E T H:

WHEREAS Lender and Grantor were parties to that certain Trademark and Patent Security Agreement dated June 2, 1998 (the "Security Agreement") which provided, inter alia, for the granting of a security interest in the trademark rights identified on Exhibit A hereto (the "Trademarks") as collateral for a loan, and which assignment was recorded by the U.S. Patent and Trademark Office at Reel 001937, Frame 0433 on July 30, 1999;

WHEREAS Lender has received full payment of the outstanding balance of the loan, and all obligations of Grantor have been satisfied; and

WHEREAS Grantor has requested Lender to release Grantor from its obligations under the Security Agreement, and to reassign to it all Trademarks that were the subject of the Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Lender hereby reassigns, transfers and sets over unto Grantor, its successors, assigns and legal representatives, the entire right, title and interest in and to the Trademarks, including, without limitation, trademark applications and registered trademarks, and in and to the goodwill and assets of the business to which each of the Trademarks relate, together with the right to recover for past, present and future infringements thereof.
2. Lender hereby releases Grantor and the Collateral (as defined in the Security Agreement), and reassigns to Grantor all rights and interests transferred under the Security Agreement.
3. Lender represents that it has the full right, power and authority to convey the interests herein reassigned, said interests being that originally conveyed under the Security Agreement, and that it has not executed any assignment in conflict herewith.
4. Lender covenants that it shall, upon Grantor's request, execute and deliver all further documents or instruments as may be necessary or appropriate to confirm, maintain and enforce the Release effected hereby or to otherwise effectuate the purposes hereof.

IN WITNESS WHEREOF, Grantor and Lender have caused their corporate names to be hereto signed on the date indicated above.

YAMAHA MOTOR CORPORATION, U.S.A.,
a California corporation

By: Russell D. Jura
Name: Russell D. Jura
Title: Senior Vice President

WAYCROSS SKIFF, INC.,
a Georgia corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor and Lender have caused their corporate names to be hereto signed on the date indicated above.

YAMAHA MOTOR CORPORATION, U.S.A.,
a California corporation

By: _____
Name: _____
Title: _____

WAYCROSS SKIFF, INC.,
a Georgia corporation

By: Robert A. Sasser
Name: Robert A. Sasser
Title: President

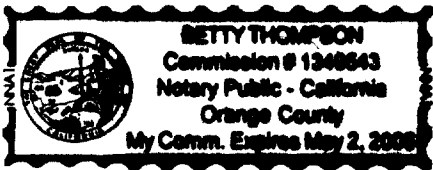
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
 ORANGE) ss.
COUNTY OF LOS ANGELES)

On AUGUST 5, 2002, before me, BETTY THOMPSON, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared RUSSELL D. JURA,
Name of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Betty Thompson
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)		DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> Individual		Release
<input type="checkbox"/> Corporate Officer		Title or Type of Document
<input type="checkbox"/> Partner(s)	<input type="checkbox"/> Limited	3
	<input type="checkbox"/> General	Number of Pages
<input type="checkbox"/> Attorney-In-Fact		AUG. 5, 2002
<input type="checkbox"/> Trustee(s)		Date of Document
<input type="checkbox"/> Guardian/Conservator		
<input checked="" type="checkbox"/> Other: <u>SENIOR VICE-PRESIDENT</u>		

Signer is Representing:
Name of Person(s) or Entity(ies)
YAMAHA MOTOR CORPORATION, U.S.A.

Signer(s) Other Than Named Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF GEORGIA)

) ss.

COUNTY OF WARE)

On 7.30.02, before me, Melissa A. Howard, Notary Public,
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared Robert A. Sasser,
Name of Signer(s)

personally known to me – **OR** – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Melissa A. Howard
Signature of Notary Public

Nota

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY(IES) CLAIMED BY SIGNER(S)

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

Release

Title or Type of Document

Title(s)

- Partner(s) Limited General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other: _____

Number of Pages

Date of Document

Signer is Representing:
Name of Person(s) or Entity(ies)

Signer(s) Other Than Named Above

Exhibit A

TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Status</u>
Waycross Skiff Corporation	CAROLINA SKIFF	10/19/1993	1,799,267	Registered