

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Johnson Outdoors Watercraft Inc. (formerly known as Old Town Canoe Company)		05/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2171200	CARLISLE
Registration Number:	1571771	DISCOVERY
Registration Number:	2223710	GUIDE
Registration Number:	3064318	
Registration Number:	3208607	
Registration Number:	2350055	NECKY
Registration Number:	1957775	OLD TOWN
Registration Number:	0616461	OLD TOWN
Registration Number:	2451149	POLY LINK 3
Registration Number:	1844323	SCRAMBLER
Registration Number:	1884830	SCUPPER PRO
Registration Number:	2647021	VENUS

CH \$315.00 2171200

CORRESPONDENCE DATA

Fax Number: (214)981-3400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	36084-32330
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	06/01/2009
Total Attachments: 4 source=CGSI-Johnson Outdoors Watercraft-TM#page1.tif source=CGSI-Johnson Outdoors Watercraft-TM#page2.tif source=CGSI-Johnson Outdoors Watercraft-TM#page3.tif source=CGSI-Johnson Outdoors Watercraft-TM#page4.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS ("Confirmatory Grant") is made effective as of May 29, 2009 by and from JOHNSON OUTDOORS WATERCRAFT INC. (formerly known as Old Town Canoe Company), a Delaware corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., a national banking association ("JPMorgan"), as Administrative Agent under and as defined in the Credit Agreements referenced below (together with its successors and assigns in such capacity, the "Secured Party").

WHEREAS, Johnson Outdoors Inc. (the "Company"), the financial institutions from time to time party thereto and JPMorgan, as Administrative Agent are party to that certain Amended and Restated Credit Agreement (Revolving), dated as of January 2, 2009, as amended to date (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Revolving Credit Agreement").

WHEREAS, the Company, the financial institutions from time to time party thereto and JPMorgan, as Administrative Agent are party to that certain Amended and Restated Credit Agreement (Term), dated as of January 2, 2009, as amended to date (as so amended and as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Term Credit Agreement" and, collectively with the Revolving Credit Agreement, the "Credit Agreements").

WHEREAS, the Grantor, along with certain other Subsidiaries of the Company, has guaranteed the repayment of the Obligations under the Credit Agreements pursuant to (i) a Guaranty dated October 7, 2005 and (ii) a Guaranty dated February 12, 2008 (collectively, as such agreements be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty").

WHEREAS, the Company, the Grantor, certain other Subsidiaries of the Company and the Secured Party have entered into an Amended and Restated Pledge and Security Agreement dated May 29, 2009 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

JOHNSON OUTDOORS WATERCRAFT INC.

By: Donald P. Sesterhenn
Name: Donald P. Sesterhenn
Title: Treasurer

STATE OF WISCONSIN)
MILWAUKEE COUNTY)




Donald P. Sesterhenn, known to me to be the Treasurer of Johnson Outdoors Watercraft Inc., personally came before me this 29th day of May 2009, and executed or acknowledged to me that he executed the foregoing Confirmatory Grant of Security Interest in United States Trademarks on behalf of Johnson Outdoors Watercraft Inc. and pursuant authority duly received.

(SEAL)

Charles E. Peltz
Notary Public, State of Wisconsin
My Commission Expires is permanent

*Signature Page to
Confirmatory Grant of Security Interest
in United States Trademarks*

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Trademark ¹	Registration Date	Registration No.
CARLISLE	July 7, 1998	2,171,200
DISCOVERY	December 19, 1989	1,571,771
GUIDE	February 16, 1999	2,223,710
MISCELLANEOUS DESIGN (NECKY LOGO) 	February 28, 2006	3,064,318
MISCELLANEOUS DESIGN (SCUPPERMAN) 	February 13, 2007	3,208,607
NECKY	May 16, 2000	2,350,055
OLD TOWN	February 20, 1996	1,957,775
OLD TOWN (stylized) 	November 22, 1955	616,461
POLY LINK 3	May 15, 2001	2,451,149
SCRAMBLER	July 12, 1994	1,844,323
SCUPPER PRO	March 21, 1995	1,884,830
VENUS	November 5, 2002	2,647,021

¹ Title rests with Old Town Canoe Company (prior name of Grantor)

Exhibit A