

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Genmar Industries, Inc.		02/01/2010	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Windsorcraft, LLC		
<b>Street Address:</b>	8096 Excelsior Boulevard		
<b>City:</b>	Hopkins		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402-0910		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	75812243	WINDSOR CRAFT	
Serial Number:	78286690	WINDSOR CRAFT	
Serial Number:	77080139	WINDSOR CRAFT W	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(612)332-9081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-332-5300		
Email:	kanderson@merchantgould.com		
Correspondent Name:	Scott W. Johnston		
Address Line 1:	P.O. Box 2910		
Address Line 4:	Minneapolis, MINNESOTA 55402-0910		
ATTORNEY DOCKET NUMBER:	16522.00000002		
NAME OF SUBMITTER:	Scott W. Johnston		
Signature:	/Scott W. Johnston/		

OP \$90.00 75812243

**900156887**

**TRADEMARK  
 REEL: 004165 FRAME: 0622**

Date:

03/11/2010

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

This Assignment is made between Genmar Industries, Inc., a Delaware corporation (Assignor), and Windsorcraft, LLC, a limited liability company organized under the laws of Delaware with offices at 8096 Excelsior Boulevard, Hopkins, MN 55343 (Assignee).

WHEREAS, Assignor owns all right, title and interest in and to the trademarks and service marks listed on the attached Schedule, and all related applications and registrations pertaining thereto, including any and all rights, priorities and privileges of Assignor provided under United States, state or foreign law, or multinational law, compact, treaty, protocol convention or organization, with respect to the foregoing, and all goodwill associated therewith (collectively, the "Marks");

WHEREAS, pursuant to the Asset Purchase Agreement dated January 21, 2010 ("Purchase Agreement"); capitalized terms used herein without definition have the meanings ascribed to such terms in the Purchase Agreement) by and among PROJECT BOAT HOLDINGS, LLC, a Delaware limited liability company, ("Buyer"), CARVER INDUSTRIES, L.L.C., a Delaware limited liability company ("Carver Industries"), GENMAR HOLDINGS, INC., a Delaware corporation ("GHI"), GENMAR INDUSTRIES, INC., a Delaware corporation ("Genmar Industries"), GENMAR IP, L.L.C., a Delaware limited liability company ("Genmar IP"), GENMAR MINNESOTA, INC., a Delaware corporation ("Genmar Minnesota"), GENMAR TENNESSEE, INC., a Delaware corporation ("Genmar Tennessee"), GENMAR TRANSPORTATION, INC., a Delaware corporation ("Genmar Transport"), GENMAR YACHT GROUP, L.L.C., a Delaware limited liability company ("Genmar Yacht"), MARINE MEDIA, L.L.C., a Delaware limited liability company ("Marine Media"), VEC MANAGEMENT CO. L.L.C., a Delaware limited liability company ("VEC Management"), VEC LEASING SERVICES L.L.C., a Delaware limited liability company ("VEC Leasing"), WINDSOR CRAFT YACHTS, L.L.C., a Delaware limited liability company ("Windsor Craft"), TRIUMPH BOATS, INC., a Delaware corporation ("Triumph"), TRIUMPH BOAT RENTALS, L.L.C., a Delaware limited liability company ("Triumph Rentals"); and, together with Carver Industries, GHI, Genmar Industries, Genmar IP, Genmar Minnesota, Genmar Tennessee, Genmar Transport, Genmar Yacht, Marine Media, VEC Management, VEC Leasing, Windsor Craft and Triumph, the "Sellers" and each, individually, a "Seller"), Assignor has agreed to assign to Assignee and Assignee has agreed to accept the assignment of all rights in the Marks.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all right, title and interest in and to: (i) the Marks and all of the goodwill associated therewith; (ii) all income, royalties, damages, and payments now or hereafter due or payable with respect to the Marks; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world, in each case, free and clear of all Encumbrances (other than Permitted Liens of which the Sale Approval Order does not provide for the Hull Designs to be sold free and clear) the same to be held and enjoyed by Assignee, its successors and assigns to

the same extent that it would have been held and enjoyed by Assignor if this Assignment had not been made.

Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all registrations for the Marks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

Assignor will take, or cause to be taken, at Assignee expense, all such other and further action as may reasonably be required by Assignee in order to effect the assignment contemplated hereby.

This Assignment is executed and delivered pursuant to the Purchase Agreement. Nothing contained in this Assignment shall in any way supersede, modify, replace, amend, change or rescind the provisions of the Purchase Agreement, including the warranties, covenants, agreements, conditions, or in general, any rights, remedies or obligations of Sellers or Buyer as set forth in the Purchase Agreement, and in the event of any conflict between the terms and conditions of the Purchase Agreement and the terms and conditions of this Assignment, the Purchase Agreement shall control.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned has executed this Assignment <sup>effective</sup> as of this 1<sup>st</sup> day of ~~January~~ February 2010.

**GENMAR INDUSTRIES, INC.**

By: *Roger R. Cloutier II*  
Name: Roger R. Cloutier II  
Title: Vice President

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

On this 25<sup>th</sup> day of January, 2010, personally appeared before me Roger R. Cloutier II, known to me to be Vice President of Genmar Industries, Inc., who acknowledged that he/she signed this instrument as a free act on behalf of the corporation



*Kelly A. Staack*  
Notary Public  
My commission expires: 1/31/2015

AGREED AND ACKNOWLEDGED:

**WINDSORCRAFT, LLC**

By: *David A. Mahler*  
Name: David A. Mahler  
Title: Treasurer

[Signature Page to Windsorcraft, LLC Trademark Assignment]

**Schedule to Trademark Assignment**

***GENMAR INDUSTRIES, INC.***

TRADEMARKS – GENMAR INDUSTRIES, INC.							
Mark	Status	Country	App. Number	App. Date	Reg. Number	Reg. Date	Renewal Date
WINDSOR	Filed	China P.R.	5890636	2/5/07			
WINDSOR CRAFT	Registered	Australia	1187507	7/13/07	1187507	6/23/09	7/13/17
WINDSOR CRAFT	Registered	Canada	637080	7/25/89	380802	3/1/91	3/1/21
WINDSOR CRAFT	Registered	Community Trademark	6100408	7/13/07	6100408	5/14/08	7/31/17
WINDSOR CRAFT	Registered	France	145082	7/21/89	1588393	7/21/89	7/31/09
WINDSOR CRAFT	Registered	Hong Kong	300911574	7/13/07	300911574	7/13/07	7/12/17
WINDSOR CRAFT	Registered	Monaco	27703	8/17/07	0726210	10/31/07	8/17/17
WINDSOR CRAFT	Registered	Turkey	0738674	7/16/07	0738674	6/6/08	7/31/17
WINDSOR CRAFT	Filed	United Arab Emirates	98178	8/1/07			8/1/17
WINDSOR CRAFT	Registered	U.S.	75/812243	9/30/99	2815260	2/17/04	2/17/14
WINDSOR CRAFT	Filed	China P.R.	5890635	2/5/07			
WINDSOR CRAFT (AND DESIGN)	Registered	U.S.	78/286690	8/13/03	2903327	11/16/04	11/16/14
WINDSOR CRAFT W & DESIGN	Registered	U.S.	77/080139	1/10/07	3366507	1/8/08	1/8/18