

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
Scout Boats, Inc.		07/26/2011	CORPORATION: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, N.A.		
Street Address:	1441 Main Street, 16th Floor		
City:	Columbia		
State/Country:	SOUTH CAROLINA		
Postal Code:	29201		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85448527	SCOUT BOATS	
CORRESPONDENCE DATA			
Fax Number:	(919)834-4564		
Phone:	919-828-0564		
Email:	trademarks@parkerpoe.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	William S. Fultz, PPAB		
Address Line 1:	150 Fayetteville Street, Suite 1400		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	117363		
NAME OF SUBMITTER:	William S. Fultz		
Signature:	/William S. Fultz/		

OP \$40.00 85448527

Date:

03/16/2012

Total Attachments: 5

source=Scout Assignment#page1.tif

source=Scout Assignment#page2.tif

source=Scout Assignment#page3.tif

source=Scout Assignment#page4.tif

source=Scout Assignment#page5.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (this "Assignment"), dated July 26, 2011, is made between Scout Boats, Inc., a South Carolina corporation having a place of business at 2531 Highway 78 West, Summerville, South Carolina 29483 ("Assignor"), and Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association ("Assignee").

WHEREAS, Assignee made a loan to Assignor in the amount of \$3,500,000.00, pursuant to that certain Loan Agreement dated September 30, 2008 evidenced by, among other things, that certain Promissory Note dated September 30, 2008 (together with all other loan documents and security instruments evidencing or securing such obligations, the "Loan Documents").

WHEREAS, Assignor has agreed to provide Assignee with a first priority lien covering all general intangibles now or in the future owned or controlled by Assignor, including, but not limited to, (i) all patents, and all unpatented or unpatentable inventions, including those certain patents shown on Exhibit "A" hereto; (ii) all inventions, discoveries, and research and development; (iii) all trademarks, service marks, slogans, company names, and trade names, including those certain trademarks, service marks and trade names also shown on Exhibit "A" hereto; (iv) all logos, copyrights, designs, patterns, and literary rights also shown on Exhibit "A" hereto; (v) all computer software programs; (vi) all domain names and websites, including those certain domain names shown on Exhibit "A" hereto; (vii) telephone numbers and Internet protocol addresses; (viii) all trade secrets, proprietary information, customer lists, manufacturing, engineering and production plans, drawings, specifications, processes and systems; (ix) all of Assignor's rights in and to all license agreements to which Assignor is a party and all licenses owned or controlled by Assignor (provided this assignment of licenses shall not be effective as to any license(s) to the extent it is prohibited by the applicable license agreement as existing on the date hereof); and (x) all registrations and applications for any of the preceding (collectively, the "Intellectual Property Rights").

NOW, THEREFORE, pursuant to the terms and conditions of this Assignment, Assignor and Assignee agree as follows:

1. This Assignment shall become effective immediately upon the occurrence of an Event of Default by Assignor under the Loan Documents (the "Effective Date"). Assignor agrees that Assignee or Assignee's designee shall hold this Assignment in escrow until such time as an Event of Default (as defined in the Loan Documents) shall occur or Assignor's obligations under the Loan Documents are discharged in full. Notwithstanding the foregoing, Assignee shall not exercise its remedies under this Assignment unless and until Assignor has failed to cure such Event of Default(s) within forty-five (45) days of receipt of written notice from Assignee of such Event of Default(s). This provision shall not limit any other remedies or create any obligation to provide written notice of default under any other Loan Documents.

2. As of the Effective Date, Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all rights, title and interests in and to the Intellectual Property Rights and the goodwill of the business associated therewith and symbolized thereby, including all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of

the Intellectual Property Rights, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had the Loan Documents not been made, together with all rights appurtenant thereto, including, but not limited to, all common law rights, causes of action, interests, claims and rights for damages, profits and other awards by reason of past, present or future infringement or unauthorized use, dilution, misappropriation, false designation of origin, unfair competition, deceptive trade practices, and all other causes of action related to the Intellectual Property Rights or other violation thereof, and the right to sue therefore and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. Assignor agrees at Assignor's expense to execute all documents and assist in all proceedings to perfect, register or record the rights of the Assignee to the Intellectual Property Rights as Assignee may reasonably deem appropriate.

3. Upon the Effective Date, Assignor hereby irrevocably constitutes and appoints Assignee as Assignor's attorney-in-fact for purposes of filing or recording in all appropriate offices or records this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina. To the extent that the Assignee has greater rights or remedies under federal law, this paragraph shall not be deemed to deprive the Assignee of such rights and remedies as may be available under federal law. Assignor hereby irrevocably submits generally and unconditionally for itself and in respect of its property, including the Intellectual Property Rights, to the jurisdiction and venue of any state court or any United States federal court sitting in the State of South Carolina, over any suit, action or proceeding arising out of or relating to the Loan Documents. Assignor hereby irrevocably waives, to the fullest extent permitted by law, any objection that Assignor may now or hereafter have to the laying of venue in any such court and any claim that any such court is an inconvenient forum. Nothing herein shall affect the right of Assignee to serve process in any manner permitted by law or limit the right of Assignee to bring proceedings against Assignor in any other court or jurisdiction.

5. In the event that any provision of this Assignment shall be construed to conflict with a provision in the Loan Documents, the provision in the Loan Documents shall be deemed controlling.

6. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment by its respective proper officer thereunto duly authorized, as of the date set forth in the preamble to this Assignment.

ASSIGNOR:

WITNESSES:

Scout Boats, Inc.

By: Steve Potts
Name: Steve Potts
Its: President

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Dorchester

The foregoing instrument was acknowledged before me this 9 day of August, 2011, by _____ as _____ of Scout Boats, Inc.

[Signature]
Notary Public for South Carolina
My Commission Expires: 11-23-2019

(NOTARIAL SEAL)

ASSIGNEE:

Wells Fargo Bank, N.A., successor-by-merger to
Wachovia Bank, National Association

By: Manion C Gray III
Name: Manion C Gray III
Its: Vice President

WITNESSES:

Michael D. Liles
[Signature]

STATE OF SOUTH CAROLINA

ACKNOWLEDGEMENT

COUNTY OF Richland

The foregoing instrument was acknowledged before me this 7th day of March
2011, by Manion C Gray III as Vice President of Wells Fargo Bank, N.A., successor-by-merger to
Wachovia Bank, National Association.

[Signature]

Notary Public for South Carolina
My Commission Expires:

(NOTARIAL SEAL)

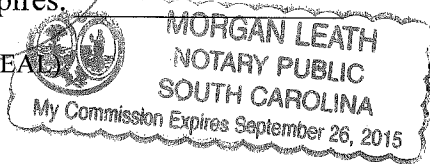


Exhibit "A"

Intellectual Property Rights

Title/Mark	Copyright/Trademark/Domain Names	Reg./Application No.	Status
Certificate of Registration	Scout 345 XSF	DVH0474	Active
Certificate of Registration	Scout 210 XSF	DVH 0473	Active
Certificate of Registration	Scout 245 XSF	DVH 0412	Active
Certificate of Registration	Scout 191 Bay Scout	DVH 0396	Active
Certificate of Registration	Scout 350 Abaco	DVH 0395	Active
Certificate of Registration	Scout 295 Abaco	DVH 0375	Active
Certificate of Registration	Scout 262 XSF	DVH 0374	Active
Certificate of Registration	Scout 242 Dorado	DVH 0373	Active
Certificate of Registration	Scout 187 Sportfish	DVH 0372	Active
Certificate of Registration	Scout 180 Bay Scout	DVH 0271	Active
Certificate of Registration	Scout 262 Abaco	DVH 0268	Active
Certificate of Registration	Scout 175 Sportfish	DVH 0267	Active
Certificate of Registration	Scout 190 Costa	DVH 0266	Active
Certificate of Registration	Scout 222 Abaco	DVH 0265	Active
Certificate of Registration	Scout 282 Sportfish	DVH 0264	Active
Certificate of Registration	Scout 205 Sportfish	DVH 0273	Active
Certificate of Registration	Scout 205 Dorado	DVH 0274	Active
Certificate of Registration	Scout 222 Dorado	DVH 0275	Active
Certificate of Registration	Scout 262 Sportfish	DVH 0263	Active
Certificate of Registration	Scout 160 Sportfish	DVH 0272	Active
Certificate of Registration	Scout 221 Winyah Bay	DVH 0337	Active !