



**SCHEDULE A**  
**TO**  
**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

Country	Mark	App. No.	Reg. No.	Status
United States	TOURNAMENT OF CHAMPIONS	73/547244	1418663	Registered
United States	V-WING HULL & DESIGN	78/896915	3300015	Registered

2219748.1

[Champion]

**ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

KNOW ALL BY THESE PRESENTS:

THAT, BURDALE CAPITAL FINANCE, INC. ("Burdale"), in its capacity as Agent (the "Assigning Secured Party") under a Trademark Collateral Assignment and Security Agreement, dated August 6, 2010, executed by and between CHAMPION BOATS, LLC, a limited liability company organized under the laws of the State of Delaware, with its chief executive office at 927 Highway 178 North, Flippin, Arkansas 72634 (the "Grantor"), and the Assigning Secured Party, and recorded with the United States Patent and Trademark Office on September 7, 2010, at Frame No. 024812, Reel No. 0374 (the "Security Agreement"), and covering Trademarks and all other "Collateral", as each such quoted term is defined and described in the Security Agreement, including, without limitation, those trademarks identified on the Schedule A attached hereto, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, hereby ASSIGNS AND TRANSFERS TO WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, having an office at 1 South Broad Street, 3rd Floor, MAC Y1375-031, Philadelphia, Pennsylvania 19107 ("Wells Fargo"), as assignee of and successor in interest to Burdale under the Loan Agreement referred to in the Security Agreement, and as successor agent for the Lenders under the Loan Agreement (Wells Fargo, in such capacities, being referred to herein as the "Assignee Secured Party"), all of the Assigning Secured Party's right, title and interest in and to (a) the Security Agreement and (b) all security interests and liens in the Collateral held by the Assigning Secured Party securing any indebtedness of the Grantor under the Loan Agreement and the Security Agreement.

Upon execution and delivery hereof, the Assignee Secured Party constitutes both the "Agent" under the Security Agreement for all purposes thereof and the holder of all security interests and liens in the Collateral originally granted by the Grantor to the Assigning Secured Party pursuant to the Security Agreement, including, without limitation, those trademarks identified on the Schedule A attached hereto.

[SIGNATURE PAGE FOLLOWS]

2219748.1

IN WITNESS WHEREOF, the Assigning Secured Party has caused this Assignment of Security Interest in Trademarks to be executed by its duly authorized corporate officer as of the 10<sup>th</sup> day of September, 2012. February, 2013

**ASSIGNING SECURED PARTY:**

BURDALE CAPITAL FINANCE, INC., as Agent

By: [Signature]  
Name: Tony Dunne  
Title: DIRECTOR

STATE OF Connecticut )  
COUNTY OF Fairfield ) ss.: Stamford

On the 10<sup>th</sup> day of September, 2012, before me personally came Tony Dunne, to me known, who being by me duly sworn, did depose and say, that he is the DIRECTOR of BURDALE CAPITAL FINANCE, INC., and that said instrument was signed on behalf of such corporation by authority of its Board of Directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public  
DEBORAH S. WASSEMAN  
Printed Name of Notary

Commission Expiration: 9/30/2015

Deborah S. Wasserman  
Notary Public  
My Commission Expires 9/30/2015

[Signature Page to Assignment of Security Interest in Trademarks - Champton]