Form PTO-1594 (Rev. 06/04) OMB Collection 0651-0027 (ex p. 6/30/2005	U.S. DEPARTMENT OF COMMERCI United States Patent and Trademark Offic		
	ORM COVER SHEET		
Lan.	ARKS ONLY		
To the director of the U. S. Patent and Trademark Office: Plea 1. Name of conveying party(ies)/Execution Date(s):	se record the attached documents or the new address(es) below. 2. Name and address of receiving party(ies)		
Burdale Capital Finance, Inc.	☐ Yes Additional names, addresses, or citizenship attached?		
	Name: Wells Fargo Bank, National Association		
☐ Individual(s) ☐Association	Internal Address: Street Address: 1 South Broad Street, 3 rd Floor		
General Partnership	City: Philadelphia		
⊠Corporation			
☐Limited Liability Company	State: PA		
Citizenship: <u>DE</u>	Country: <u>USA</u> Zip: <u>19107</u>		
Execution Date(s) February 13, 2013	Zip. <u>19107</u>		
Additional names of conveying parties attached? ☐Yes ☒ No	Association Citizenship:		
3. Nature of conveyance:	General Partnership Citizenship:		
☐ Assignment ☐ Merger	Limited Partnership Citizenship:		
☐ Security Agreement ☐ Change of Name	Corporation Citizenship:		
☑ Other: Assignment of Security Interests	☑ Other: National Banking Association Citizenship: <u>USA</u>		
	If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐Yes ☒ No (Designations must be a separate document from assignment)		
4. Application number(s) or registration number(s) and ident	ification or description of the Trademark.		
A. Trademark Application No.(s) See Attached Schedule A	B. Trademark Registration No.(s) See Attached Schedule A Additional sheet(s) attached? Yes No		
C. Identification or Description of Trademark(s) (and Filing Date if	Application or Registration Number is unknown)		
5. Name address of party to whom correspondence concerning document should be mailed: Name: Susan O'Brien	6. Total number of applications and registrations involved: 2		
Internal Address: CT Lien Solutions	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \(\sigma 5 \cdot \c		
Street Address: 187 Wolf Road, Suite 101	☐ Authorized to be charged to deposit account ☐ Enclosed		
City: Albany	8. Payment Information:		
State: NY Zip: 12205	a. Credit Card Last 4 Numbers 1868		
Phone Number: <u>800-342-3676</u>	Expiration Date 00115		
Fax Number: <u>800-962-7049</u>	b. Deposit Account Number		
Email Address: <u>cls-udsalbany@wolterskluwer.com</u>	Authorized User Name:		
9. Signature: Signature Kareem Ansley	February 19, 2013 Date Total number of pages including cover sheet, attachments, and document: 4		
Name of Person Signing	ones, andimenta, and document.		

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004972 FRAME: 0120

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

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TRADEMARK REEL: 004972 FRAME: 0121

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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]

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TRADEMARK REEL: 004972 FRAME: 0122 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 day of September, 2012.

ASSIGNING SECURED PARTY:

BURDALE CAPITAL FINANCE, INC., as Agent

By: Name: Town 1 DANKE
Title: DIRECTOR

STATE OF Conecticul

COUNTY OF Fairfie W

ss.: Stamford

On the day of September, 2012, before me personally came 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.

Notary Public

DECORAH S WASSERHAN

Printed Name of Notary

Commission Expiration: 913013015 .

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

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

TRADEMARK REEL: 004972 FRAME: 0123

RECORDED: 02/20/2013