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WOMBLE CARLYLE

FAX NO. 3367213660

P. 02

MD 9-2-98

FORM PTO-1618A  
Expires 03/31/99  
OMB 04-01-0127

09-04-1998



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

100810322  
RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Fountain Powerboats, Inc.

Execution Date  
Month Day Year  
0902 1998

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization North Carolina

Receiving Party

Mark if additional names of receiving parties attached

Name General Electric Capital Corporation

DBA/AKA/IA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 6100 Fairview Road

Address (line 2) Suite 1450

Address (line 3) Charlotte

North Carolina

28210

- Individual
- General Partnership
- Limited Partnership

- Corporation
- Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization New York

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

09/03/1998 INBUYEN 00000095 1604523

01 FC:401  
02 FC:482

Public burden reporting for this information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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REEL: 1777 FRAME: 0090

Page 2

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**FORM PTO-1618B**  
Expires 03/30/99  
OMA (Rev. 1-00/97)

**Domestic Representative Name and Address** Enter for the first Receiving Party only.

Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_

**Correspondent Name and Address** Area Code and Telephone Number (919) 755-2194

Name Jennifer L. Collins, Esquire

Address (line 1) Womble Carlyle Sandridge & Rice, PLLC

Address (line 2) Post Office Box 831

Address (line 3) Raleigh, North Carolina 27602

Address (line 4) \_\_\_\_\_

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. # 4

**Trademark Application Number(s) or Registration Number(s)**  Mark if additional numbers attached  
Enter either the Trademark Application Number or the Registration Number. (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
			1604523		
			1606329		

**Number of Properties** Enter the total number of properties involved. # 2

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$ 65.00

Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)  
Deposit Account Number: # 500517

Authorization to charge additional fees: Yes  No

**Statement and Signature**  
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jennifer L. Collins \_\_\_\_\_ Sept. 2, 1998  
Name of Person Signing Signature Date Signed

**COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS AND RELATED APPLICATIONS**

THIS COLLATERAL ASSIGNMENT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND RELATED APPLICATIONS (this "Assignment") is made this 2<sup>nd</sup> day of September, 1998, by and

from : FOUNTAIN POWERBOATS, INC., a North Carolina corporation (the "Assignor"),

to: GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, acting in its capacity as agent (in such capacity, the "Agent") for the ratable benefit of the lenders from time to time party to that certain Omnibus Agreement, dated September 2, 1998 (as the same may be amended, supplemented, restated, extended, renewed, replaced or otherwise modified and in effect from time to time, the "Omnibus Agreement"), by and among the Assignor, Fountain Powerboat Industries, Inc., a Nevada corporation, Fountain Power, Inc., a North Carolina corporation, General Electric Capital Corporation, a New York corporation acting in its individual corporate capacity, Transamerica Business Credit Corporation, a Delaware corporation, and the Agent.

WHEREAS, the Omnibus Agreement requires Assignor to submit to Agent, on a quarterly basis, a document confirming the Security Interest of Agent, FOR THE RATABLE BENEFIT OF THE LENDERS, in all patents and trademarks with respect to which Assignor has filed an application or an assignment subsequent to the date of the last such document so submitted to the Agent; and

WHEREAS, Assignor has filed federal trademark registration applications and/or received trademark applications or registrations by assignment with respect to the trademarks listed on Schedule A (collectively, the "Trademarks"); and

WHEREAS, the parties hereto desire to confirm and perfect the security interest (the "Security Interest") granted to Agent for the ratable benefit of the Lenders in the Trademarks and all patents and other trademarks of the Assignor, in accordance with the Omnibus Agreement;

NOW, THEREFORE, subject to the terms, conditions and limitations set forth in the Omnibus Agreement, and in consideration of the mutual covenants, warranties and promises set forth in the Omnibus Agreement, and other good and valuable consideration, the full receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants and conveys unto Agent, for the ratable benefit of the Lenders, a first lien Security Interest in and to: (i) all trademarks, service marks, copyrights, patents and other intellectual property now owned or hereafter acquired by the Assignor, including, without limitation, the Trademarks (collectively, the "Intellectual Property"); (ii) any federal, state or foreign applications filed with respect to the Intellectual Property; (iii) any federal, state or foreign registrations issued or issuing with respect to the Intellectual Property; (iv) all proceeds of the Intellectual Property, including, but not limited to, any and all royalties and any claims and demands arising out of any infringement of the Intellectual Property, including the right to settle disputes concerning such claims and demands;

and (v) all goodwill associated with the Intellectual Property, such grant being hereby effected for the purposes and subject to the terms, conditions and limitations set forth in the Omnibus Agreement.

Assignor hereby appoints the Agent, with full power of substitution, to file and record this Collateral Assignment of Security Interest in Patents, Trademarks and Related Applications, to transact all business in the United States Patent and Trademark Office in connection therewith, to receive any confirmatory documents relating thereto, and to take any and all action before the Patent and Trademark Office to give effect to this Collateral Assignment of Security Interest in Patents, Trademarks and Related Applications and to the Omnibus Agreement referred to herein, all for the ratable benefit of the Lenders.

*[Signature follows on a separate page]*

IN WITNESS WHEREOF, Assignor has duly executed this Collateral Assignment of Security Interest in Patents, Trademarks and Related Applications as of the day and year first above written.

ATTEST:

FOUNTAIN POWERBOATS, INC., a North Carolina corporation

Blanca C. Williams  
Secretary

By: Reginald M. Fountain, Jr.  
Name: Reginald M. Fountain, Jr.  
Title: President

[CORPORATE SEAL]

NORTH CAROLINA

MARTIN COUNTY

I, CAROL J PRICE, a Notary Public of MARTIN County, North Carolina, do hereby certify that Blanca C. Williams personally came before me this day and acknowledged that [s]he is the \_\_\_\_\_ Secretary of Fountain Powerboats, Inc., a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its \_\_\_\_\_ President, sealed with its corporate seal and attested by himself/herself as its \_\_\_\_\_ Secretary.

WITNESS my hand and notarial seal, this 28<sup>th</sup> day of August, 1998.

Carol J. Price  
Notary Public

[NOTARY SEAL]

My commission expires:

June 10, 2001

**SCHEDULE A**

Assigned Trademarks

Registration No.

Mark

1,604,523

FOUNTAIN

1,606,329

Miscellaneous Design

R#262023.5

RECORDED: 09/02/1998

TRADEMARK  
REEL: 1777 FRAME: 0095