

U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

FORM PTO-1618A
Expires 08/30/99
OMB 0651-0027

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 #

[Empty box for Document ID #]

Correction of PTO Error

Reel #

Frame #

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Corrective Document

Reel #

Frame #

[Empty box for Frame #]

Conveyance Type

Assignment

License

Security Agreement

Nunc Pro Tunc Assignment

Merger

Effective Date

Month Day Year

03 06 2001

Change of Name

Other

[Empty box for Other]

Conveying Party

Mark if additional names of conveying parties attached

Name

Outboard Marine Corporation

Effective Date

Month Day Year

03 06 2001

Formerly

[Empty box for Formerly]

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

[Empty box for Other]

Citizenship/State of Incorporation/Organization

Delaware

Receiving Party

Mark if additional names of conveying parties attached

Name

Genmar IP LLC

DBA/AKA/TA

[Empty box for DBA/AKA/TA]

Composed of

[Empty box for Composed of]

Address (line 1)

2900 IDS Center

Address (line 2)

80 South Eighth Street

Address (line 3)

Minneapolis

Minnesota

State/Country

55402

Zip Code

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Limited Liability Company

Citizenship/State of Incorporation/Organization

Delaware

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

Public burden reporting for this collection of 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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TRADEMARK
REEL: 002279 FRAME: 0104

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

FORM PTO-1618B
Expires 06/30/99
OMB 0661-0027

Page 2

Enter for the first Receiving Party only.

Domestic Representative Name and Address

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(312) 415-4000

Name

Michael A. Carrillo

Address (line 1)

Altheimer & Gray

Address (line 2)

10 S. Wacker Drive

Address (line 3)

Suite 4000

Address (line 4)

Chicago, IL 60606

Pages

Enter the total number of pages of the attached conveyance document including any attachments

#

7

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)

76110560

75852680

75833338

75833339

75921113

76110777

75921366

75886420

75919708

Number of Properties

Enter the total number of properties involved.

#

14

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

365.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to account)

Deposit Account Number

011,156

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing 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.

Mark R. Galis

Name of Person Signing

Mark R. Galis
Signature

June 28, 2001
Date Signed

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

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

Mark if additional names of conveying parties attached

Conveying Party

Enter Additional Conveying Party

Effective Date
Month Day Year

Name

Formerly

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

Mark if additional names of conveying parties attached

Receiving Party

Enter Additional Receiving Party

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

Citizenship/State of Incorporation/Organization

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.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

75920847

76047611

75837501

76047336

75810948

ASSIGNMENT OF UNITED STATES TRADEMARKS,

AND

UNITED STATES REGISTRATIONS
AND PENDING APPLICATIONS FOR REGISTRATION THEREOF

WHEREAS, OUTBOARD MARINE CORPORATION, a corporation organized and existing under the laws of the State of Delaware, having a place of business at 100 Sea Horse Drive, Waukegan, IL 60085-2195 ("ASSIGNOR"), acquired, adopted, and used, and thereby owns, all rights, title, and interests in and to the trademarks and United States registrations thereof, and United States applications for registration thereof, identified in Exhibit A attached hereto and by this reference incorporated herein (the "Marks," "Registrations," and "Applications," respectively), along with any goodwill associated therewith; and

WHEREAS, pursuant to that certain agreement entitled, "Asset Purchase Agreement" entered into by and between ASSIGNOR and JTC Acquisition LLC ("JTC"), a limited liability company organized and existing under the laws of the State of Delaware, on February __, 2001 (the "Asset Purchase Agreement"), ASSIGNOR has agreed to assign to JTC, or its designee, its entire rights, title, and interests in and to the Marks, Registrations, and Applications, along with any goodwill associated therewith (collectively referred to herein as the "Assigned Rights"); and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Assigned Rights, and the goodwill associated therewith, to JTC's designee, Genmar IP LLC, a limited liability company organized under the laws of the State of Delaware ("ASSIGNEE"), ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey, and transfer to ASSIGNEE, its successors, assigns, and legal representatives, its full and entire rights, title, and interests in and to the Assigned Rights identified in Exhibit A, and the goodwill associated therewith, the same to vest in ASSIGNEE.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment in the United States Trademark Office so as to establish ASSIGNEE as owner of record of the Assigned Rights in the United States.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE (other than reimbursement of out-of-pocket expenses which are reasonably incurred), to: (i) execute and have executed any and all other documents of any kind whatsoever, and to provide any information that is in ASSIGNOR's possession or under its control that may be reasonably required to carry out the terms and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the United States Patent and Trademark Office so that ASSIGNEE's ownership of the Assigned Rights is duly made of record in the United States.

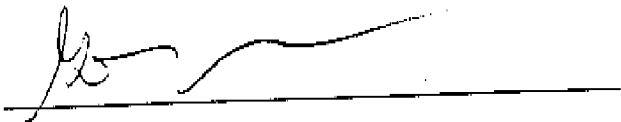
Notwithstanding anything to the contrary herein, ASSIGNOR makes no representation or warranties regarding the Assigned rights, except as and to the extent set forth in the Asset

Purchase Agreement. This Assignment is subject and subordinate to all of the terms and provision of the Asset Purchase Agreement, and in the event of any conflict between any term or provision hereof and any term or provision of the Asset Purchase Agreement, the latter shall control..

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

OUTBOARD MARINE CORPORATION ("ASSIGNOR")

Dated: March 6, 2001

By: 

Name: Gordon G. Repp

Title: Assistant Secretary

State of Illinois)
) SS
County of Lake)

On this 6th day of March, ²⁰⁰¹ 2000, before me,

Linda J. Naden, the undersigned Notary Public, personally appeared

personally known to me OR

 proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Linda J. Naden
Notary's Signature

MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
FISH AND WAKE	U.S.	76/110560 8/16/00		12	PENDING
HORIZON	U.S.	75/833339 10/27/99		12	PENDING
LANCER	U.S.	75/921366 2/16/00		12	PENDING
PROSERIES	U.S.	75/852680 11/18/99		12	PENDING (suspension letter mailed)
ROAMER	U.S.	75/921113 2/16/00		12	PENDING
STRATOS	U.S.	75/886420 1/4/00		22, 25, 39	PENDING
SUNDOWNER	U.S.	75/833338 10/27/99		12	PENDING
WAKE XPRESS	U.S.	76/110777 8/16/00		12	PENDING
CALAMARI	U.S.	75/919708 2/15/00		12	PUBLISHED 10/10/00
CONNIE	U.S.	75/920847 2/16/00		12	PUBLISHED 10/24/00
DESIGN ONLY	U.S.	76/047611 5/12/00		12	PUBLISHED 1/30/01
FUNSHIP	U.S.	75/837501 11/1/99		12	PUBLISHED (opposition pending)
LONG TRACK	U.S.	76/047336 5/12/00		12	PUBLISHED 2/6/01
SILHOUETTE	U.S.	75/810948		12	PUBLISHED

(*) in Status = Security Interest - First National Bank of Chicago

MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
		9/29/99			4/25/00
CONTINENTAL	U.S.	73/591610 4/4/86	1413276 10/14/86	12	REGISTERED (see note *)
CORSAIR	U.S.	73/828567 9/29/89	1611988 9/4/90	12	REGISTERED (see note *)
CROWNE	U.S.	74/141063 2/21/91	1833771 5/3/94	12	REGISTERED (see note *)
DESIGN ONLY	U.S.	73/660216 5/11/87	1471376 1/5/88	12	REGISTERED (see note *)
DESIGN ONLY	U.S.	73/660215 5/11/87	1470599 12/29/87	12	REGISTERED (see note *)
EUROSPORT	U.S.	73/580881 2/3/86	1406665 8/26/86	12	REGISTERED (see note *)
FISHING MACHINE	U.S.	73/812769 7/17/89	1633952 2/5/91	12	REGISTERED (see note *)
FLING	U.S.	74/424168 8/13/93	1902166 6/27/95	12	REGISTERED (see note *)
FOUR WINNS	U.S.	73/660227 5/11/87	1468967 12/15/87	12	REGISTERED (see note *)
GRUMMAN & DESIGN	U.S.	74/582431 10/5/94	1923551 10/3/95	12	REGISTERED
HYDRA-SPORTS	U.S.	73/399868 10/12/82	1261657 12/20/83	12	REGISTERED (see note *)
JAMAICA	U.S.		1800075	12	REGISTERED
JAVELIN	U.S.	75/886444 1/4/00	10/19/93	25	REGISTERED
JAVELIN	U.S.	73/703498 12/30/87	2402221 11/7/00	12	REGISTERED (see note *)
JAVELIN A DIVISION OF	U.S.	73/790627 4/3/89	1497623 7/26/88 1565804 11/14/89	12	REGISTERED (see note *)

(*) in Status = Security Interest - First National Bank of Chicago

MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
OMC & DESIGN LIBERATOR	U.S.	73/660217 5/11/87	1468966 12/15/87	12	REGISTERED (see note *) REGISTERED
LTS	U.S.	75/886729 1/4/00	2404366 11/14/00	12	REGISTERED (see note *)
ROUGHNECK	U.S.	73/545440 6/28/85	1380317 01/28/86	12	REGISTERED (see note *)
SEAHORSE	U.S.	75/887215 1/4/00	2404371 11/14/00	12	REGISTERED
SEASWIRL	U.S.	75/886419 1/4/00	2404361 11/14/00	22, 25, 39	REGISTERED
SIZZLER	U.S.	74/482058 1/24/94	1873753 1/17/95	12	REGISTERED (see note *)
SPORT DECK	U.S.	74/311272 9/4/92	1988750 7/23/96	12	REGISTERED (see note *)
STABLE-VEE	U.S.	74/312921 9/10/92	1767392 4/27/93	12	REGISTERED (see note *)
STINGER	U.S.	74/311269 9/4/92	1860354 10/25/94	12, 19	REGISTERED (see note *)
STRATOS	U.S.	73/535584 5/3/85	1393959 5/20/86	12	REGISTERED (see note *)
STRIPER	U.S.	75/827874 10/20/99	2375474 8/8/00	12	REGISTERED
SUNCRUISER	U.S.	74/107232 10/19/90	1660731 10/15/91	12	REGISTERED (see note *)
TAHITI	U.S.	74/311271 9/4/92	1796949 10/5/93	12	REGISTERED (see note *)
TRINIDAD	U.S.	74/311286 9/4/92	1796650 10/5/93	12	REGISTERED (see note *)
VENOM	U.S.	75/851560 11/17/99	2393601 10/10/00	12, 19, 21, 23, 31, 35, 44	REGISTERED

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MARK	COUNTRY	APP. #/DATE	REG.#/DATE	CLASS/GOODS	STATUS
VENOM	U.S.	74/462934 11/24/93	1871033 1/3/95	7, 19, 23	REGISTERED
VERSAILLES	U.S.	75/853971 11/18/99	2383464 9/5/00	12	REGISTERED
VISTA	U.S.	75/834808 10/27/99	2381562 8/29/00	12	REGISTERED
WE TAKE THE WORLD BOATING YUKON	U.S.	75/398347 12/1/97	2225593 2/23/99	12	REGISTERED
	U.S.	75/887348 1/4/00	2404372 11/14/00	12	REGISTERED
ODYSSEY	U.S.	74/645699 3/10/95	1951414 1/23/96	12	REGISTERED (see note *)
LOWE	U.S.	73/824572 9/11/89	1603634 6/26/90	12	RENEWED (see note *)
SEA NYMPH	U.S.	73/004233 10/23/73	1006889 3/18/75	12	RENEWED (see note *)
SEASWIRL	U.S.	72/083095 10/12/59	0698900 6/7/60	12, 19	RENEWED (see note *)
TOPAZ	U.S.	73/0259237 8/12/74	1021025 9/23/75	12	RENEWED (see note *)
UNIFLITE	U.S.	72/047529 3/11/58	0688633 11/24/59	12	RENEWED (see note *)

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