# 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
Lowrance Electronics, Inc.		03/20/2006	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	DNB NOR Bank ASA, as Security Agent	
Street Address:	Stranden 21	
Internal Address:	N-0021	
City:	Oslo	
State/Country:	NORWAY	
Entity Type:	Norwegian Bank:	

## PROPERTY NUMBERS Total: 46

Property Type	Number	Word Mark
Registration Number:	2113722	AIRMAP
Registration Number:	2787445	CUDA
Registration Number:	1893938	EAGLE
Registration Number:	2594352	EAGLE
Registration Number:	1909876	EAGLE
Registration Number:	1909877	EAGLE
Registration Number:	1909875	
Registration Number:	2044135	EAGLE VIEW
Registration Number:	2632680	FACEOFFS
Registration Number:	2629059	FISHEASY
Registration Number:	2629061	FISHEASY
Registration Number:	2792666	FISHELITE
Registration Number:	2722477	FISHMARK
Registration Number:	2154787	FLOATDUCER
		TDADEMADIA

TRADEMARK "REEL: 003304 FRAME: 0578

900048449

Registration Number:	2124469	GLOBALMAP
Registration Number:	1887025	GPS
Registration Number:	1134506	GRAYLINE
Registration Number:	2592607	IFINDER
Registration Number:	2010665	IMS SMARTMAP
Registration Number:	2756699	INTELLIMAP
Registration Number:	876523	L
Registration Number:	913148	LO-K-TOR
Registration Number:	1038018	LOWRANCE
Registration Number:	2106729	LOWRANCE AVIONICS
Registration Number:	2106728	LOWRANCE AVIONICS
Registration Number:	2047361	MAGNAVIEW
Registration Number:	2027443	MOVING MAP
Registration Number:	2792665	SEACHARTER
Registration Number:	2801230	SEAFINDER
Registration Number:	1864602	SKIMMER
Registration Number:	2629060	TRIFINDER
Registration Number:	2629062	TRIFINDER 3BEAM
Registration Number:	2058782	ULTRA
Registration Number:	2390277	ULTRAMAP
Registration Number:	1310825	EAGLE
Registration Number:	1342163	MACH 1
Registration Number:	2243141	ULTRA CLASSIC
Registration Number:	1893027	VARIPOWER
Serial Number:	76646715	IFINDER EXPLORER
Serial Number:	76646714	IFINDER EXPEDITION
Serial Number:	76616006	IWAY
Serial Number:	76616005	IWAY
Serial Number:	76616007	IWAY
Serial Number:	76616009	LOWRANCE AUTOMOTIVE
Serial Number:	76616010	LOWRANCE AUTOMOTIVE
Serial Number:	76616008	WITH YOU EVERY TURN OF THE WAY

# CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be so Phone: Email: Correspondent Name: Address Line 1: Address Line 2: Address Line 4:	Email: ksolomon@stblaw.com  Correspondent Name: Kirstie Howard, Esq.  Address Line 1: Simpson Thacher & Bartlett LLP  Address Line 2: 425 Lexington Avenue		
ATTORNEY DOCKET NUMBER:		012061/0003	
DOMESTIC REPRESENTATIVE  Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:			
NAME OF SUBMITTER:		Kirstie Howard	
Signature:		/kh/	
Date:		05/08/2006	
Total Attachments: 6 source=LowEITSI#page1.t source=LowEITSI#page2.t source=LowEITSI#page3.t source=LowEITSI#page4.t source=LowEITSI#page5.t source=LowEITSI#page6.t	iif iif iif iif		

#### **GRANT OF**

## SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 20, 2006 is made by Lowrance Electronics, Inc., a Delaware corporation, located at 12000 East Skelly Drive, Tulsa OK 74128 (the "Obligor"), in favor of DNB NOR Bank ASA, a Norwegian bank, located at Stranden 21, N-0021, Oslo, Norway, as Security Agent (the "Agent") for the several banks and other financial institutions (the "Banks"), parties to the Multicurrency Revolving Credit and Term Loan Agreement, dated as of February 28, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Simrad Yachting AS, a company organized under the laws of Norway (the "Initial Borrower"), certain of its subsidiaries, the Banks, and the Agent.

#### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Banks have severally agreed to make extensions of credit to the Initial Borrower and certain of its subsidiaries, upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Obligor and certain other subsidiaries of the Initial Borrower have executed and delivered an Amended and Restated Security Agreement, dated as of March 20, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Obligor pledged and granted to the Agent for the benefit of the Agent and the Banks a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Obligor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Banks to make extensions of credit and other financial accommodations pursuant to the Credit Agreement, the Obligor agrees, for the benefit of the Agent and the Banks, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Obligor hereby pledges and grants a continuing security interest in all of the Obligor's right, title and interest in, to and under the Trademarks and the exclusive Trademark Licenses, if any (including, without limitation, those items listed on Schedule A hereto) (collectively, the "<u>Collateral</u>"), to the Agent for the benefit of 012061-0003-10154-NY03.2510138.1

the Agent and the Banks to secure payment, performance and observance of such Obligor's Obligations.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Banks in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Banks with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers.

By: Soul Murphy
Name: PAUL MURPHY
Title: CHIEF FINANCIAL OFFICER
Date: APRIL 24, 2006

LOWRANCE ELECTRONICS, INC.

DNB NOR BANK ASA, as Agent

the Agent and the Banks to secure payment, performance and observance of such Obligor's Obligations.

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SECTION 4. <u>Acknowledgment</u>. The Obligor does hereby further acknowledge and affirm that the rights and remedies of the Banks with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers.

LOWRANCE ELECTRONICS, INC.

DNB NOR BANK ASA, as Agent

Pro Herrich

Name: Henrik Asland

Title: Senior Vice President

Date: May 3, 2006

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# ACKNOWLEDGMENT OF OBLIGOR

STATE OF OKLALA	•
STATE OF OKLERA)  SS  COUNTY OF TWSe  )	
On the 24 day of Cynic, 200	6, before me personally came
who is personally known to	me to be the <u>Cro</u> of
Lowrance Electronics, Inc., a Delaware corporation;	who, being duly sworn, did depose and say
that she/he is the CFO in such	h corporation, the corporation described in
and which executed the foregoing instrument; that si	
pursuant to authority given by the Board of Director	
acknowledged said instrument to be the free act and	
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	Time doney
	Notary Public
	my commo in coxpris Sept. 5. 200;
	- my common ou - ip
	(PLACE STAMP AND SEAL ABOVE)

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# **SCHEDULE A**

# U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
AIRMAP	2,113,722
CUDA	2,787,445
EAGLE	1,893,938
EAGLE	2,594,352
EAGLE & Design	1,909,876
EAGLE & Design	1,909,877
Eagle Design	1,909,875
EAGLE VIEW	2,044,135
FACEOFFS	2,632,680
FISHEASY	2,629,059
FISHEASY & Design	2,629,061
FISHELITE	2,792,666
FISHMARK	2,722,477
FLOATDUCER	2,154,787
GLOBALMAP	2,124,469
GPS & Design	1,887,025
GRAYLINE	1,134,506
IFINDER	2,592,607
IMS SMARTMAP	2,010,665
INTELLIMAP	2,756,699
L & Design	876,523
LO-K-TOR	913,148
LOWRANCE	1,038,018
LOWRANCE AVIONICS	2,106,729
LOWRANCE AVIONICS & Design	2,106,728
MAGNAVIEW	2,047,361
MOVING MAP	2,027,443
SEA ELECTRONICS	2,013,279
SEA ELECTRONICS & Design	2,013,278
SEACHARTER	2,792,665
SEAFINDER	2,801,230
SKIMMER	1,864,602
TRIFINDER	2,629,060
TRIFINDER 3BEAM & Design	2,629,062

012061-0003-10154-NY03.2510138.1

ULTRA	2,058,782
ULTRAMAP	2,390,277
EAGLE & Design	1,310,825
MACH 1 (Stylized)	1,342,163
ULTRA CLASSIC	2,243,141
VARIPOWER	1,893,027
IFINDER EXPLORER	76/646,715
IFINDER EXPEDITION	76/646,714
IWAY	76/616,006
IWAY & Design	76/616,005
IWAY & Design	76/616,007
LOWRANCE AUTOMOTIVE	76/616,009
L LOWRANCE AUTOMOTIVE & Design	76/616,010
WITH YOU EVERY TURN OF THE WAY	76/616,008

U.S. Trademark Exclusive Licenses

012061-0003-10154-NY03.2510138.1

**RECORDED: 05/08/2006**