

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
Brunswick Corporation		08/05/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A		
Street Address:	1111 Fannin Street		
Internal Address:	10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002-8069		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	77652846	REJUVENATE	
Serial Number:	77657216	HAMMER STRENGTH	
Serial Number:	77657197	HAMMER STRENGTH	
Serial Number:	77707227	ENFORCER	
Serial Number:	77723955	PACHANGA	
Serial Number:	77739446	AXIUS	
Serial Number:	77754329	CONNECT	
Serial Number:	77758521	SPYHOP	
CORRESPONDENCE DATA			
Fax Number:	(650)251-5002		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	650-251-6108		
Email:	jmull@stblaw.com		
Correspondent Name:	Marcela Robledo		

OP \$215.00 77652846

Address Line 1: 2550 Hanover St.
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509335/1377
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	08/10/2009

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK AND PATENT RIGHTS (this "Agreement"), effective as of August 5, 2009 is made by Brunswick Corporation, a Delaware corporation (the "Borrower") and the subsidiaries of the Borrower listed on the signature pages hereof (together with the Borrower, the "Grantors") in favor of JPMorgan Chase Bank, N.A, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") party to the Amended and Restated Credit Agreement, dated as of December 19, 2008 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, certain subsidiaries of the Borrower, the Administrative Agent and the Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Pledge and Security Agreement, dated as of December 19, 2008, 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 Grantors pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and Patents; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans and other extensions of credit to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. 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. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in all of such Grantor's right, title and interest in, to and under the Trademarks and Patents (including, without limitation, those items listed on Schedule I hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment in full of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor 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 Lenders 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 Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders 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. Counterparts. 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 thereunto duly authorized as of the day and year first above written.

BRUNSWICK CORPORATION

By: 
Name: WILLIAM L. METZGER
Title: VICE PRESIDENT & TREASURER
Date: AUGUST 5, 2004

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

JPMorgan Chase Bank, N.A
as Administrative Agent for the Lenders

By: 
Name: **TONY JUNG**
Title: **VICE PRESIDENT**

Date: **Aug 5, 2009**

Schedule I

U.S. Patent Registrations and Applications

<u>Grantor</u>	<u>Patent</u>	<u>Patent Registration or Application Number</u>
Brunswick Corporation	Marine exhaust elbow with condensation reducing water circulation system	12/356,108
Brunswick Corporation	Backup method for controlling the operation of a marine vessel when a throttle lever is disabled	12/356,588
Brunswick Corporation	Marine fuel system with an ullage control orifice	12/361,112
Brunswick Corporation	Marine fuel reservoir with heat exchangers and fuel circuit isolation	12/361,140
Brunswick Corporation	Resistance Training Exercise Apparatus with Poppet Lead System	12/362,810
Brunswick Corporation	Marine transmission using rheological fluids	12/364,866
Brunswick Corporation	Apparatus and Method for Creating Murals on Multiple Bowling Lanes	61/206,689
Brunswick Corporation	Exercise Apparatus Brake	12/367,041
Brunswick Corporation	Marine propulsion system with separate air intake and cooling system	12/369,020
Brunswick Corporation	Outboard motor support system	12/369,015
Brunswick Corporation	Fuel venting system having protective membranes	12/391,782
Brunswick Corporation	Modular Configurable Marine Utility Vessel	61/158,524
Brunswick Corporation	Steering control system for a watercraft with three or more actuators	12/418,653
Brunswick Corporation	Trim plate control system for a watercraft with three or more actuators	12/418,657
Brunswick Corporation	Valve lash adjustment nut	12/420,141
Brunswick Corporation	Exhaust system with a catalyst for a marine propulsion device	12/423,260
Brunswick Corporation	Method for monitoring the operation of a global position system receiver	12/431,035
Brunswick Corporation	Method for cooling a four stroke marine engine with increased segregated heat removal from its exhaust manifold	12/468,412
Brunswick Corporation	Method for cooling a four stroke marine engine with multiple path coolant flow through its cylinder head	12/468,452
Brunswick Corporation	Battery-Spark and Reverse Polarity Protection Method and Circuit for Safely Connecting a Trolling Motor to a Power Source	12/474,484
Brunswick Corporation	Stalled-Motor Power-Management Protection Method and Circuit with Tolerance for Transient Overload Conditions	12/474,629

TRADEMARK

REEL: 004041 FRAME: 0121

<u>Grantor</u>	<u>Patent</u>	<u>Patent Registration or Application Number</u>
Brunswick Corporation	Trolling Motor Direction Control Assembly and Throttle Handle	12/474,649
Brunswick Corporation	Integrated Battery Level Indicator, Method and Circuit for a Trolling Motor Controller	12/474,666
Brunswick Corporation	Heat Sinking Assembly and Method for Power Electronics in a Trolling Motor Controller Head	12/474,675
Brunswick Corporation	Marine drive unit with staged energy absorption capability	12/480,136
Brunswick Corporation	Pressure lock marine horn	12/480,842
Brunswick Corporation	Stride Adjustment Mechanism	12/456,938

U.S. Trademark Registrations and Applications

<u>Grantor</u>	<u>Trademark</u>	<u>Trademark Registration or Application Number</u>
Brunswick Corporation	REJUVENATE	77/652,846
Brunswick Corporation	HAMMER STRENGTH	77/657,216
Brunswick Corporation	HAMMER STRENGTH	77/657,197
Brunswick Corporation	ENFORCER	77/707,227
Brunswick Corporation	PACHANGA	77/723,955
Brunswick Corporation	AXIUS	77/739,446
Brunswick Corporation	CONNECT	77/754,329
Brunswick Corporation	SPYHOP	77/758,521