

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark and Patent Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Malibu Boats, LLC		07/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SunTrust Bank, as Administrative Agent
<b>Street Address:</b>	3333 Peachtree Road, 7th Floor
<b>Internal Address:</b>	Mail Code: GA-ATL-0244
<b>City:</b>	Atlanta
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>Entity Type:</b>	CORPORATION: GEORGIA

<b>PROPERTY NUMBERS Total: 15</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	4284081	SURF GATE
Registration Number:	4332860	M
Registration Number:	4329376	MALIBU BOATS
Registration Number:	4186116	TXI
Registration Number:	4256428	MXZ
Registration Number:	3928212	AXIS
Registration Number:	3928211	AXIS
Registration Number:	3106853	RESPONSE
Registration Number:	3109324	WAKESETTER
Registration Number:	2976242	MALIBU
Registration Number:	3782040	AXIS WAKE RESEARCH
Registration Number:	2464630	SUNSCAPE
Registration Number:	1941229	

OP \$390.00 4284081

Registration Number:	1603623	MALIBU
Serial Number:	85905379	MONSOON

**CORRESPONDENCE DATA**

Fax Number: 9192868199  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 9192868118  
Email: pto\_tmconfirmation@mvalaw.com  
Correspondent Name: Moore & Van Allen PLLC  
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Address Line 2: Suite 500  
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	410643-044 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	07/17/2013

**Total Attachments: 7**  
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## TRADEMARK AND PATENT SECURITY AGREEMENT

This Trademark and Patent Security Agreement (this "Trademark and Patent Security Agreement"), dated July 16, 2013, by MALIBU BOATS, LLC, a Delaware limited liability company (the "Debtor"), entered into in favor of SUNTRUST BANK, a Georgia state banking corporation (together with its successors and assigns, the "Secured Party") as Administrative Agent for the Lenders, pursuant to the agreement titled Security Agreement and dated as of the date hereof (the "Security Agreement").

### WITNESSETH:

WHEREAS, the Debtor is party to the Security Agreement in favor of the Secured Party, for the benefit of the holders of Indebtedness, pursuant to which the Debtor is required to execute and deliver this Trademark and Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to extend certain credit described in the Security Agreement, the Debtor hereby agrees with the Secured Party as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark and Patent Collateral. The Debtor hereby pledges and grants to the Secured Party, for the benefit of the holders of the Indebtedness, a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of the Debtor (collectively, the "Trademark and Patent Collateral"):

- (a) Presently existing and hereafter arising trademarks and patents of the Debtor, including, without limitation, those listed on Schedule 1 attached hereto;
- (b) all goodwill associated with the business conducted by Debtor in connection with and symbolized by the trademarks owned by Debtor; and
- (c) all proceeds, license rights, royalties, rights to payment, accounts receivable, payment intangibles, proceeds from any litigation, indemnity or warranty with respect to any and all of the foregoing.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark and Patent Security Agreement is granted in conjunction with the security interest granted to the Secured Party, for the benefit of the holders of the Indebtedness, pursuant to the Security Agreement, and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark and Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark and Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Secured Party shall otherwise determine.

Section 4. Termination. Upon the full payment and performance of the Indebtedness (other than unmatured indemnification obligations), upon written request of the Debtor, the Secured Party shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the

collateral pledge, grant, assignment, lien and security interest in the Trademarks and Patents under this Trademark and Patent Security Agreement.

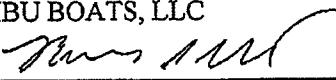
THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

**-SIGNATURE PAGE FOLLOWS-**

IN WITNESS WHEREOF, the Debtor has caused this Trademark and Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**DEBTOR:**

MALIBU BOATS, LLC

By: 

Name: Paras Mehta

Title: Secretary

Malibu Boats, LLC  
Trademark and Patent Security Agreement

**TRADEMARK**  
**REEL: 005072 FRAME: 0480**

Accepted and Agreed:

**SECURED PARTY:**

SUNTRUST BANK



By: Carle A. Felton III

Title: Director

Malibu Boats, LLC  
Trademark and Patent Security Agreement

Schedule 1

Malibu Boats, LLC  
(Delaware Limited Liability Company)

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
WAKE TOWER	D678168	03/19/13
WAKE TOWER	D666135	08/28/12
WAKE TOWERS AND METHODS OF USE AND MANUFACTURE THEREOF	8171874	05/08/12
METHOD AND APPARATUS FOR DAMPENING RUDDER VIBRATION	8171870	05/08/12
METHOD AND APPARATUS FOR MODIFYING WAKE	7140318	11/28/06
WINDSHIELD EDGE ASSEMBLY AND METHOD	6647915	11/18/03

Pending Applications

Title	Appl. No.	Filing Date
WAKE TOWERS AND METHODS OF USE AND MANUFACTURE THEREOF	13463613 20120279432	02/26/10
SURF WAKE APPARATUS	13545969	7/10/2012
SURF WAKE APPARATUS	13749500	1/24/2013
ACCESSORY RACK	61793296	3/15/2013
SURF WAKE SYSTEM AND METHOD FOR A WATERCRAFT	13/830274	3/14/2013
SURF WAKE SYSTEM FOR A WATERCRAFT	13830799	3/14/2013
SURF WAKE SYSTEM FOR A WATERCRAFT	13830356	3/14/2013
WAKE TOWER	29432469	9/14/2012
WAKE TOWER	29430437	8/24/2012



Schedule 1 continued

Malibu Boats, LLC  
(Delaware Limited Liability Company)

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
SURF GATE and Design	4284081	01/29/13
M and Design	4332860	05/07/13
MALIBU BOATS and Design	4329376	04/30/13
TXI	4186116	08/07/12
MXZ	4256428	12/11/12
AXIS and Design	3928212	03/08/11
AXIS	3928211	03/08/11
RESPONSE	3106853	06/20/06
WAKESETTER	3109324	06/27/06
MALIBU	2976242	07/26/05
AXIS WAKE RESEARCH	3782040	04/27/10
SUNSCAPE	2464630	06/26/01
Design only	1941229	12/12/95
MALIBU	1603623	06/26/90

Pending Application

Mark	Appl. No.	Filing Date
MONSOON	85905379	04/16/13