

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM310090

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Wells Fargo Bank, National Association, as successor-in-interest and successor agent to Burdale Capital Finance, Inc., as Agent		07/02/2014	national banking association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Triton Boats, LLC		
<b>Street Address:</b>	927 Highway 178 North		
<b>City:</b>	Flippin		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	72634		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3698693	ENFORCER	
<b>Registration Number:</b>	3446627	WE TAKE AMERICA FISHING	
<b>Registration Number:</b>	3301858	TRITON	
<b>Registration Number:</b>	2536467		
<b>Registration Number:</b>	2424581	TRITON BOATS BY EARL BENTZ	
<b>Registration Number:</b>	2421854	TRITON BOATS BY EARL BENTZ	
<b>Registration Number:</b>	2215034	TRITON BOATS BY EARL BENTZ	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9192868199		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	919 286-8000		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		

OP \$190.00 3698693

<b>ATTORNEY DOCKET NUMBER:</b>	020445-85
<b>NAME OF SUBMITTER:</b>	John E. Slaughter
<b>SIGNATURE:</b>	/John E. Slaughter/
<b>DATE SIGNED:</b>	07/09/2014
<b>Total Attachments: 3</b> source=Trademark Termination Triton 0305#page1.tif source=Trademark Termination Triton 0305#page2.tif source=Trademark Termination Triton 0305#page3.tif	

## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS**, dated as of July 2, 2014 ("Release"), is made by Wells Fargo Bank, National Association, as successor-in-interest and successor agent to Burdale Capital Finance, Inc., as agent ("Agent"), in favor of Triton Boats, LLC, a Delaware limited liability company ("Debtor").

**WHEREAS**, pursuant to that certain Loan and Security Agreement dated as of August 6, 2010 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Loan Agreement") by and among the Debtor, Agent, and others party thereto, the Trademark Collateral Assignment and Security Agreement dated as August 6, 2010 ("Trademark Security Agreement") by and among the Debtor and Agent, and the Assignment of Security Interest in Trademarks dated as of February 21, 2013 ("Lien Assignment") by and among Agent and Burdale Capital Finance, Inc., Debtor granted to the Agent, for itself and on behalf of each Secured Party, a continuing security interest in and a general lien upon, and a conditional collateral assignment of, Debtor's Collateral (as defined in the Trademark Security Agreement);

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on September 7, 2010 at Reel 4273 Frame 0305; and

**WHEREAS**, the Lien Assignment was recorded at the USPTO on February 20, 2013 at Reel 4972 Frame 0114.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, for itself and on behalf of each Secured Party, and Debtor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement or Trademark Security Agreement.

**SECTION 2. Termination and Release.** Agent, for itself and on behalf of each Secured Party, hereby:

(a) absolutely, unconditionally and irrevocably terminates, cancels, forever discharges, and releases the mortgage, pledge, collateral assignment, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under (and reassigns to Debtor, if applicable) Debtor's Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto; and

(b) authorizes the recordation of this Release with the USPTO at Debtor's expense.

**IN WITNESS WHEREOF**, the Agent, for itself and on behalf of each Secured Party, has caused this Termination and Release of Security Interest in Trademark to be duly executed as of the date first set forth above.

Agent:

Wells Fargo Bank, National Association, as successor-in-interest  
and successor agent to Burdale Capital Finance, Inc., as agent

By: 

Name: GEORGE S. EVERETT

Title: Authorized Signatory

*[Signature page to Trademarks Release – Triton]*

**Schedule A**

**Triton Boats, LLC  
(Delaware Limited Liability Company)**

**U.S. Trademarks Subject to Security Interest  
Granted by Triton Boats, LLC**

**In Favor of Burdale Capital Finance, Inc.**

**Recorded August 6, 2010 at Reel 4273 Frame 0305**

**Security Interest Assigned In Favor of Wells Fargo Bank, National Association**

**Recorded February 20, 2013 at Reel 4972 Frame 0114**

**Registered Marks**

Mark	Reg. No.	Reg. Date
ENFORCER	3698693	10/20/09
WE TAKE AMERICA FISHING	3446627	06/10/08
TRITON	3301858	10/02/07
Design only	2536467	02/05/02
TRITON BOATS BY EARL BENTZ and Design	2424581	01/30/01
TRITON BOATS BY EARL BENTZ and Design	2421854	01/16/01
TRITON BOATS BY EARL BENTZ and Design	2215034	12/29/98

**Foreign Trademarks**

Country	Mark	App. No.	Reg. No.
Brazil	TRITON		900084766
Columbia	TRITON		336347
Venezuela	TRITON		625900