

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Amended and Restated Trademark and Patent Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malibu Boats, LLC		04/02/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as Administrative Agent		
Street Address:	3333 Peachtree Rd., 7th Floor		
Internal Address:	Mail Code: GA-ATL-0244		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	CORPORATION: GEORGIA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	4443384	MONSOON	
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		
Registration Number:	1603623	MALIBU	
Serial Number:	86340475	POWER WEDGE	
CORRESPONDENCE DATA			
TRADEMARK			

OP \$415.00 4443384

Fax Number: 9192868199

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.

Phone: 919 286-8000

Email: PTO_TMconfirmation@mvalaw.com

Correspondent Name: MOORE & VAN ALLEN PLLC

Address Line 1: 3015 CARRINGTON MILL BOULEVARD

Address Line 2: SUITE 400

Address Line 4: MORRISVILLE, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	410643-44
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NAME OF SUBMITTER:	John E. Slaughter
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SIGNATURE:	/John E. Slaughter/
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DATE SIGNED:	04/17/2015
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Total Attachments: 7

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AMENDED AND RESTATED
TRADEMARK AND PATENT SECURITY AGREEMENT

This Amended and Restated Trademark and Patent Security Agreement (this "Trademark and Patent Security Agreement"), dated April 2, 2015, 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;

WHEREAS, the Debtor and the Secured Party are party to that certain Trademark and Patent Security Agreement dated as of July 16, 2013 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Existing IP Security Agreement");

WHEREAS, as a condition precedent to the agreement of the Lenders to extend credit under the Credit Agreement, the Debtors are required to amend and restate the Existing IP Security Agreement pursuant to the terms hereof; and

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.

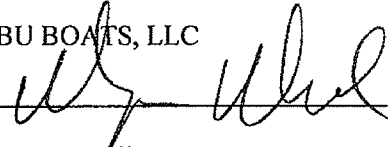
-SIGNATURE PAGE FOLLOWS-

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: Wayne Wilson

Title: Chief Financial Officer

Malibu Boats, LLC
Trademark and Patent Security Agreement 2015

TRADEMARK
REEL: 005499 FRAME: 0432

Accepted and Agreed:

SECURED PARTY:

SUNTRUST BANK

By: 

Name: Sheryl Squires Kerley

Title: Vice President

Schedule 1

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

U.S. Patents

Issued Patents

Title	Patent No.	Issue Date
<i>WAKE TOWER</i>	<i>D711809</i>	<i>08/26/14</i>
SURF WAKE SYSTEM FOR A WATERCRAFT	8578873	11/12/13
SURF WAKE SYSTEM FOR A WATERCRAFT	8539897	09/24/13
SURF WAKE SYSTEM AND METHOD FOR A WATERCRAFT	8534214	09/17/13
WAKE TOWER	D686970	07/30/13
WAKE TOWER	D686968	07/30/13
WAKE TOWERS AND METHODS OF USE AND MANUFACTURE THEREOF	8485119	07/16/13
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
<i>SURF WAKE SYSTEM FOR A WATERCRAFT</i>	<i>14082086 20140261135</i>	<i>11/15/13</i>
<i>WAKE TOWERS AND METHODS OF USE AND MANUFACTURE THEREOF</i>	<i>13940700 20140083348</i>	<i>07/12/13</i>
<i>SURF WAKE SYSTEM AND METHOD FOR A WATERCRAFT</i>	<i>14026983 20140102348</i>	<i>09/13/13</i>
<i>SURF WAKE SYSTEM FOR A WATERCRAFT</i>	<i>14033356 20140137786</i>	<i>09/20/13</i>
<i>SURF WAKE SYSTEM FOR A WATERCRAFT</i>	<i>14075978 20140137787</i>	<i>11/08/13</i>
SURF WAKE SYSTEM FOR A WATERCRAFT	13545969 20130213293	07/10/12
SURF WAKE SYSTEM FOR A WATERCRAFT	13749500 20130228113	01/24/13

U.S. Trademarks

Registered Marks

Mark	Reg. No.	Reg. Date
MONSOON	4443384	12/03/13
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 (Sunset logo)	1941229	12/12/95
MALIBU (Stylized)	1603623	06/26/90

Pending Application

Mark	Appl. No.	Filing Date
<i>POWER WEDGE</i>	86340475	07/17/14