

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Release of Patents
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CONVEYING PARTY DATA

Name	Execution Date
General Electric Capital Corporation as Agent	06/28/2004

RECEIVING PARTY DATA

Name:	Stratos Boats, Inc.
Street Address:	880 Butler Road
City:	Murfreesboro
State/Country:	TENNESSEE
Postal Code:	37127

PROPERTY NUMBERS Total: 9

Property Type	Number
Application Number:	10193610
Application Number:	10439821
Application Number:	10439822
Application Number:	29181907
Application Number:	29185672
Application Number:	29181908
Application Number:	29181967
Application Number:	29181872
Application Number:	10686941

CORRESPONDENCE DATA

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NAME OF SUBMITTER:

Brielle Weisberg

Total Attachments: 3

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RELEASE OF PATENTS

THIS RELEASE OF PATENTS is dated as of June 28, 2004 by GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT ("GECC").

WHEREAS, GECC and Stratos Boats, Inc., a Delaware corporation ("Debtor"), entered into that certain Patent Security Agreement, dated as of December 23, 2003 (the "Patent Security Agreement");

WHEREAS, the Patent Security Agreement granted GECC a security interest in, among other things, certain Patents and Patent applications ("Patents"), including, without limitation, the Patents listed on Schedule A attached hereto as security for certain obligations of Debtor to GECC (the "Obligations");

WHEREAS, GECC recorded the Patent Security Agreement on January 14, 2004 at Reel 014264, Frame 0099 in the United States Patent and Patent Office; and

WHEREAS, Debtor has satisfied all of the Obligations and has requested that GECC release its security interests in the Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GECC hereby agrees as follows:

GECC hereby fully releases and terminates its security interests in and liens on:

(a) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all Patents which are now filed with the U.S. Patent and Patent Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages, prints and labels on which said Patents have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of Debtor's business connected with or symbolized by Patents; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Patents or of any license with respect thereto.

GECC further agrees, at the sole cost and expense of Debtor, to perform all acts reasonably necessary to effect the release and termination of its security interest and liens, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

IN WITNESS WHEREOF, GECC has caused this Release of Patents to be duly executed as of the day and year first above written.

GENERAL ELECTRIC CAPITAL
CORPORATION, AS AGENT

By: Glenn Campbell
Name: GLENN CAMPBELL
Title: duly authorized signatory

SCHEDULE A

<u>Description</u>	<u>App. No.</u>	<u>Issue Date</u>
Tackle Organizer	10/10/193,610	07/10/2002
Hull Reinforcing System	10/439,821	05/16/2003
Boat with Integrated Shifter	10/439,822	05/16/2003
Boat Seat	29/181,907	05/16/2003
Boat Console	29/185,672	07/01/2003
Side Trailer Step	29/181,908	05/16/2003
Rear Trailer Step	29/181,967	05/16/2003
Front Trailer Step	29/181,872	05/16/2003
Speaker Assembly for a Boat	10/686,941	10/15/2003

STRATOS BOATS, INC.