

01-06-2004

Form PTO-1595
(Rev. 10/02)

RE

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

General Electric Capital Corporation, as Agent

2. Name and address of receiving party(ies)

Name: Crestliner, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other Release

Street Address: 609 Thirteenth Avenue NE

City: Little Falls State: MN Zip: 56345

Execution Date: 03/31/2004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) SEE ATTACHED

B. Patent No.(s) SEE ATTACHED

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PENELOPE JA. AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 FIFTEENTH STREET NW, SUITE. 920

City: WASHINGTON State: DC Zip: 20005

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

RANDI S. ARONOW

Name of Person Signing

Signature

04/02/2004

Date

Total number of pages including cover sheet, attachments, and documents: 1

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

7704/026, J. Guerra

04/07/2004 GT0111 00000005 5108321

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120.00 DP

PATENT
REEL: 015167 FRAME: 0174

**SCHEDULE I
TO
RELEASE OF PATENTS**

<u>Description</u>	<u>Patent Number</u>	<u>Issue Date</u>
Motor boat with auxiliary motor	5,108,321	04/28/92
Outboard motorboat with space saver pocket transom	4,823,725	04/25/89
Gunwale Member for a Boat	10/449,874	05/30/03

RELEASE OF PATENTS

THIS RELEASE OF PATENTS is dated as of March 31, 2004 by General Electric Capital Corporation, as Agent ("GECC").

WHEREAS, GECC and Crestliner, Inc. ("Borrower"), entered into that certain Patent Security Agreement (the "Patent Security Agreement"), dated as of September 30, 2002 as amended by that certain Amendment No. 1 to Patent Security Agreement (the "Amendment No. 1 to Patent Security Agreement"), dated as of December 23, 2003 (collectively the "Patent Security Agreements");

WHEREAS, the Patent Security Agreements granted, assigned and conveyed to GECC for collateral purposes all of Borrower's right, title and interest in and to certain patents, patent registrations and patent applications (the "Patents") including, without limitation, the Patents listed on Schedule I attached hereto as security for certain obligations of Borrower to GECC (the "Obligations");

WHEREAS, GECC recorded the Patent Security Agreement on October 8, 2002 at Reel 013343, Frame 0606 in the United States Patent and Trademark Office (the "PTO") and the Amendment No. 1 to Patent Security Agreement on January 14, 2004 at Reel 014264, Frame 0062 in the PTO; and

WHEREAS, Borrower 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 agrees as follows:

GECC hereby, without representation, warranty or recourse, fully releases, terminates, assigns to and reinvests in Borrower all of GECC's right, title, interest and liens granted by the Patent Security Agreement in and on:

(a) all of Borrower'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 Trademark Office, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office of 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, reissues, continuations, divisions, continuations-in-part and extensions 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 and future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world; and

(b) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by Borrower 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 Borrower, to perform all necessary acts to affect the release and termination of its security interests and liens in the Patents, 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: Dennis W. Cloud
Its: Duly Authorized Signatory

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