

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mastercraft Boat Company, LLC	06/30/2009
RECEIVING PARTY DATA	
Name:	Wells Fargo Bank, N.A., as Notes Collateral Agent
Street Address:	625 Marquette Avenue MAC N93
Internal Address:	Corporate Trust Services
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55479
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	D455853
Patent Number:	6539886
Application Number:	12117198
CORRESPONDENCE DATA	
Fax Number:	(212)872-1002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	2124073196
Email:	kbernath@akingump.com
Correspondent Name:	Kinga Bernath, corporate paralegal
Address Line 1:	One Bryant Park
Address Line 2:	c/o Akin Gump Strauss Hauer & Feld LLP
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	687357.0001
NAME OF SUBMITTER:	Meng Ru

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**PATENT
 REEL: 022990 FRAME: 0306**

Total Attachments: 7

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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of June 30, 2009 (this "Agreement"), between WELLS FARGO BANK, N.A., a national banking association, as the Notes Collateral Agent under the Security Agreement referred to below (together with its successors and assigns, the "Notes Collateral Agent"), and MASTERCRAFT BOAT COMPANY, LLC (the "Grantor").

W I T N E S S E T H:

WHEREAS, MCBC Holdings, Inc., a Delaware corporation (the "Company") and the Guarantors (as defined therein) have entered into the Indenture, dated as of June 30, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture");

WHEREAS, in connection with the Indenture, the Company and the Guarantors (including the Grantor) have entered into the Security Agreement, dated as of June 30, 2009 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement") in favor of the Notes Collateral Agent for the benefit of the Trustee and the Holders (as defined therein);

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Notes Collateral Agent for the benefit of the Trustee and the Holders, a security interest in certain collateral, including but not limited to all right, title and interest of the Grantor in its Patents; and

WHEREAS, the Notes Collateral Agent and the Grantor have agreed to execute and deliver this Agreement in order to perfect the security interest of the Notes Collateral Agent in the Grantor's Patents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Defined Terms. All capitalized terms not defined herein shall have the meaning ascribed to them in, or incorporated by reference in, the Security Agreement, and the rules of interpretation set forth in Section 1.2 of the Security Agreement shall be applicable hereto.

SECTION 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, the Grantor hereby grants to the Notes Collateral Agent, for the benefit of the Trustee and the Holders, a security interest in, a general lien upon and/or a right of set off against (whether now owned or hereafter acquired by the Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Grantor in and to the following, whether now existing or hereafter acquired:

- (i) all Patents issued by the United States Patent and Trademark Office owned by the Grantor (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for Patents filed with the United States Patent and Trademark Office owned by and filed by, or on behalf of, the Grantor (including, without limitation, those listed on Schedule A to this Agreement);

(iii) all Patents owned by the Grantor issued by any office, agency or other governmental authority in any country other than the United States;

(iv) all applications for Patents owned by and filed by, or on behalf of, the Grantor by any office, agency or other governmental authority referred to in clause (iii) above;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all reissues, continuations, continuations-in-part, extensions and divisions of any of the foregoing;

(vii) all Patent Licenses relating in whole or in part to any Patents, applications for Patents, inventions, processes, production methods, proprietary information or know-how covered by any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) to the extent not included above, all general intangibles (as defined in the UCC) of the Grantor related to the foregoing; and

(x) all proceeds of any and all of the foregoing.

SECTION 3. Reference to Security Agreement. This Agreement has been entered into by the Grantor and the Notes Collateral Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement and the rights of the parties hereunder shall be construed and interpreted in accordance with the law of the State of New York, without application of the rules regarding conflicts of laws (other than sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. JURY TRIAL WAIVER. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE OTHER FINANCING DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 6. INTERCREDITOR AGREEMENT GOVERNS. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT DATED AS OF JUNE 30, 2009, BY AND AMONG WELLS FARGO BANK, N.A., AS TRUSTEE UNDER THE INDENTURE (THE

“TRUSTEE”), WAYZATA INVESTMENT PARTNERS LLC AS COLLATERAL AGENT FOR THE REVOLVING FACILITY SECURED PARTIES IDENTIFIED THEREIN (IN SUCH CAPACITY, THE “COLLATERAL AGENT”), AND WELLS FARGO BANK, N.A., AS COLLATERAL AGENT FOR THE NOTEHOLDER SECURED PARTIES IDENTIFIED THEREIN (IN SUCH CAPACITY, THE “NOTES COLLATERAL AGENT”), AND ACKNOWLEDGED BY MCBC HOLDINGS, INC., A DELAWARE CORPORATION (THE “COMPANY”), AND EACH OF THE OTHER GUARANTORS (DEFINED THEREIN) THAT ACKNOWLEDGE SUCH AGREEMENT FROM TIME TO TIME, AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME (THE “INTERCREDITOR AGREEMENT”). NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR SECURED OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

(Signature page follows.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

MASTERCRAFT BOAT COMPANY, LLC

By: John Dutton
Name: John Dutton
Title: CEO

Signature Page to Patent Security Agreement



Accepted and acknowledged by:

WELLS FARGO BANK, N.A.,
as Notes Collateral Agent

By: Raymond Delli Colli
Name: Raymond Delli Colli
Title: Vice President

Signature Page to Patent Security Agreement

PATENT
REEL: 022990 FRAME: 0312

Schedule A
to Patent Security Agreement

See Attached.

MASTERCRAFT BOAT COMPANY, LLC

Summary of Active U.S. Patents and Patent Applications Handled by FCH&S as of May 19, 2009

TYPE	TITLE OF INVENTION	INVENTOR(S)	APPLN NO.	FILING DATE	PATENT NO.	GRANT DATE	STATUS
Design	TOWER LIGHT AND SWIVEL ASSEMBLY FCH&S Ref.: 02673.400400	Keith P. Henry Darren S. Sheedy	29/143,459	Jun. 15, 2001	D455,853	Apr. 16, 2002	Patented
Utility	INTEGRATED LIGHT AND TOW-LINE-ATTACHMENT ASSEMBLY FOR A BOAT FCH&S Ref.: 02673.400600	Keith P. Henry Darren S. Sheedy	10/118,075	Apr. 9, 2002	6,539,886	Apr. 1, 2003	Patented
Utility	REVERSIBLE SEAT FOR A BOAT FCH&S Ref.: 02673.401100	Scott D. Wood Chadrick E. Curts	12/117,198	May 8, 2008	--	--	Pending

Fitzpatrick

FITZPATRICK, CELLA, HARPER & AGINTO

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