

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Bennington Marine LLC	03/12/2010
RECEIVING PARTY DATA	
Name:	Fiberglass Boat LLC
Street Address:	2805 Decio Drive
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46514
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D547256
Patent Number:	7484471
CORRESPONDENCE DATA	
Fax Number:	(317)237-1000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	317-237-0300
Email:	inteas@bakerd.com
Correspondent Name:	Eric J. Groen, Baker & Daniels, LLP
Address Line 1:	300 N. Meridian Street
Address Line 2:	Suite 2700
Address Line 4:	Indianapolis, INDIANA 46204
ATTORNEY DOCKET NUMBER:	71893.60002
NAME OF SUBMITTER:	Eric J. Groen

Total Attachments: 3
 source=Bennington_to_Fiberglass_Assignment#page1.tif
 source=Bennington_to_Fiberglass_Assignment#page2.tif

501149685

**PATENT
 REEL: 024233 FRAME: 0882**

CH \$80.00 D547256

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT ("Assignment") is made effective as of the 12th day of March 2010, by Bennington Marine LLC ("Assignor"), to Fiberglass Boat, LLC, ("Assignee"),

WITNESSETH:

WHEREAS, Assignor has agreed to transfer to Assignee and Assignee has agreed to accept from Assignor certain of its business assets, including, without limitation, certain intellectual property assets; and

WHEREAS, in accordance therewith, Assignor desires to assign to Assignee all of Assignor's worldwide right, title and interest in and to the Intellectual Property listed on Exhibit A ("Transferred IP Assets"). With respect to Assignor's Federal registration for AZURE (Word Mark) US Trademark Registration 3107825 (hereafter "the Mark"), Assignor hereby transfers with the Mark, the goodwill of Assignor's businesses which is associated therewith and which is symbolized thereby.

NOW, THEREFORE, Assignor, for and in exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign, transfer, grant and convey to Assignee, free and clear of all pledges, security interests, liens, charges, encumbrances, equities, claims, options or limitation of every kind, any and all of Assignor's worldwide right, title and interest in, to and under the Transferred IP Assets, together with the goodwill of the business associated with the Mark and which is symbolized thereby, all rights to sue for infringement thereof, whether arising on, prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

Assignor agrees to execute, acknowledge and deliver to Assignee, at Assignee's request, any and all further documents, papers, affidavits, statements and/or other instruments, whether or not in paper or electronic form, to confirm Assignee's ownership of all rights pursuant to this Assignment.

This Assignment shall be binding upon the successors and assigns of Assignor and inure to the benefit of the successors and assigns of Assignee.

Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment as of the date first above written.

BENNINGTON MARINE, LLC

By: *J.P. Hoyer*

Printed Name: J.P. Hoyer
Title: Chief Financial Officer

STATE OF INDIANA)
)
COUNTY OF ELKHART)

Before me, a Notary Public, in and for said County and State, personally appeared J.P. Hoyer known to me to be the Chief Financial Officer of Bennington Marine, LLC, a limited liability company, who acknowledged the execution of the foregoing Trademark Assignment for and on behalf of said company.

WITNESS my hand and Notarial Seal this 18th day of March 2010.

Diana J Engle
Notary Public - Signature

Printed Name: DIANA J Engle

My Commission Expires:

12/28/14

My County of Residence:

ELKHART

EXHIBIT A

Trademarks

AZURE (Word Mark) US Trademark Registration 3107825

Patents

US Patent D547,256 "SWIM PLATFORM FOR A WATERCRAFT"

US Patent 7,484,471 "SKI STORAGE COMPARTMENT FOR A WATERCRAFT"

Vessel Hull Registration

US Registration Number DVH 0289
Title Azure Boat: Vessel Hull Design

Licenses

TRADE SECRET, WORK PRODUCT ASSIGNMENT, LICENSE AND PROPRIETARY INFORMATION, AGREEMENT dated April 29th, 2005 originally between Bennington Marine and Anthony Kalil.