

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3315479

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MALIBU BOATS, LLC	04/02/2015
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	SUNTRUST BANK, AS ADMINISTRATIVE AGENT
<b>Street Address:</b>	3333 PEACHTREE RD., 7TH FLOOR
<b>Internal Address:</b>	MAIL CODE: GA-ATL-0244
<b>City:</b>	ATLANTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30326
<b>PROPERTY NUMBERS Total: 20</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	D711809
Patent Number:	8578873
Patent Number:	8539897
Patent Number:	8534214
Patent Number:	D686970
Patent Number:	D686968
Patent Number:	8485119
Patent Number:	D678168
Patent Number:	D666135
Patent Number:	8171874
Patent Number:	8171870
Patent Number:	7140318
Patent Number:	6647915
Application Number:	14082086
Application Number:	13940700
Application Number:	14026983
Application Number:	14033356
Application Number:	14075978
Application Number:	13545969

PATENT

<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13749500

  

**CORRESPONDENCE DATA**

**Fax Number:** (919)286-8199  
*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

<b>ATTORNEY DOCKET NUMBER:</b>	410643-044
<b>NAME OF SUBMITTER:</b>	JOHN E. SLAUGHTER
<b>SIGNATURE:</b>	/John E. Slaughter/
<b>DATE SIGNED:</b>	04/17/2015

**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

**PATENT**  
**REEL: 035448 FRAME: 0610**

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**

<b>Title</b>	<b>Patent No.</b>	<b>Issue Date</b>
<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**

<b>Title</b>	<b>Appl. No.</b>	<b>Filing Date</b>
<i>SURF WAKE SYSTEM FOR A WATERCRAFT</i>	<i>14082086</i> <i>20140261135</i>	<i>11/15/13</i>
<i>WAKE TOWERS AND METHODS OF USE AND MANUFACTURE THEREOF</i>	<i>13940700</i> <i>20140083348</i>	<i>07/12/13</i>
<i>SURF WAKE SYSTEM AND METHOD FOR A WATERCRAFT</i>	<i>14026983</i> <i>20140102348</i>	<i>09/13/13</i>
<i>SURF WAKE SYSTEM FOR A WATERCRAFT</i>	<i>14033356</i> <i>20140137786</i>	<i>09/20/13</i>
<i>SURF WAKE SYSTEM FOR A WATERCRAFT</i>	<i>14075978</i> <i>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
POWER WEDGE	86340475	07/17/14