

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3361064

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	BENNINGTON MARINE LLC	12/10/2009
RECEIVING PARTY DATA		
Name:	PONTOON BOAT, LLC	
Street Address:	2805 DECIO DRIVE	
City:	ELKHART	
State/Country:	INDIANA	
Postal Code:	46514	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7430980
CORRESPONDENCE DATA		
Fax Number:	(574)237-1125	
<i>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.</i>		
Phone:	5742371156	
Email:	michelle.horvath@btlaw.com	
Correspondent Name:	BARNES & THORNBURG LLP	
Address Line 1:	100 NORTH MICHIGAN STREET	
Address Line 2:	700 1ST SOURCE BANK CENTER	
Address Line 4:	SOUTH BEND, INDIANA 46601	
ATTORNEY DOCKET NUMBER:	50920-57854	
NAME OF SUBMITTER:	MICHELLE L.W. HORVATH	
SIGNATURE:	/Michelle L.W. Horvath/	
DATE SIGNED:	05/20/2015	
Total Attachments: 9		
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**DECLARATION UNDER 37 C.F.R. § 2.20
IN SUPPORT OF SALE OF IP ASSETS BY PNC BANK, NATIONAL ASSOCIATION,
AS ADMINISTRATIVE AGENT AND ATTORNEY IN FACT FOR, AND ON BEHALF OF,
BENNINGTON MARINE LLC**

I, Terry A Graffis, a Vice President of PNC Bank, National Association ("PNC Bank"), have knowledge of the events that effected the chain of title of intellectual property assets attached hereto on Schedule A (the "IP").

On December 19, 2007, Bennington Marine LLC ("Bennington Marine"), a Delaware limited liability company and PNC Bank, National Association, as Administrative Agent and successor-in-interest to National City Bank, entered into a Credit Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

On March 31, 2009, Bennington Marine defaulted on its obligations under the Credit Agreement and pursuant to the Ind. Code § 26-1-9.1-610 (2000), "after default, a secured party may sell, lease, license, or otherwise dispose of any or all of the collateral in its present condition or following any commercially reasonable preparation or processing."

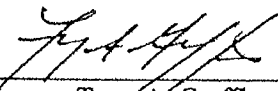
As such, on December 10, 2009, PNC Bank sold the IP listed on Schedule A to Pontoon Boat, LLC ("Pontoon Boat"), a Delaware limited liability company. In connection with the foreclosure sale, PNC Bank, acting as Administrative Agent and attorney in fact for, and on behalf of, Bennington Marine executed the Intellectual Property Assignment Agreement attached hereto as Schedule B memorializing the sale and assignment of IP to Pontoon Boat.

[Signature page follows]

*Pontoon Boat, LLC
Declaration*

The undersigned being warned that willful false statements and the like are punishable by fine, or imprisonment, or both under 18 U.S.C. 1001, and that such willful false statements and the like may jeopardize the validity of the application or document or any registration resulting therefrom, declares that all statements made of his/her own knowledge are true, and all statements made on information and belief are believed to be true.

PNC Bank, National Association,
as Administrative Agent and attorney in fact for,
and on behalf of, Bennington Marine LLC


By: 
Terry A. Graffis
Vice President

Schedule A
IP Assets

US Patents Owned by Bennington – Pontoon related

US Patent No.	Title
6,672,241	Foldable frame for a boat cover
6,681,713	Combination engine compartment cover and privacy enclosure
6,820,569	Foldable frame for a boat cover
6,939,184	Isolated motor pan for watercraft
7,051,669	Foldable frame for a boat cover
7,107,926	Bimini top main bow connector
7,430,980	Bimini top main bow connector

US Trademarks Owned by Bennington – Pontoon related

Registration No.	Mark	Mark Type	Goods and Services
3041070		Design Mark	Recreational Boats
3118259	Sedona	Word Mark	Recreational Boats
3321801	Southwind	Word Mark	Recreational boats and structural parts therefor
3430266	BENNINGTON	Word Mark	Boats
3568462	ESP	Word Mark	Recreational boats and structural parts therefor
3588138	BENNINGTON	Word Mark	Shirts, jackets and hats

Schedule B
Intellectual Property Assignment Agreement

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
(PONTOON BOAT, LLC)

This Intellectual Property Assignment Agreement (this "*Assignment*"), dated as of December 10, 2009, is between PNC Bank, National Association, as Administrative Agent and attorney in fact ("*Assignor*") for, and on behalf of, Bennington Marine LLC ("*Borrower*"), and Pontoon Boat, LLC, a Delaware limited liability company ("*Assignee*").

WHEREAS, Borrower is the current owner of the intellectual property listed on the attached Schedules A and B (the "*Assigned IP*");

WHEREAS, as contemplated by an Asset Purchase Agreement of even date herewith between Assignor and Assignee ("*Purchase Agreement*"), Assignor is selling, as secured party pursuant to a foreclosure sale under Section 9-611 of the Indiana Uniform Commercial Code, substantially all of the assets of Borrower, including the Assigned IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

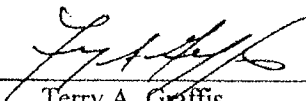
1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Borrower and Assignor in and to (i) the trademarks set forth in Schedule A hereto (the "*Trademarks*") together with the goodwill of the business symbolized thereby; (ii) all trademark applications, registrations and filings related to the Trademarks and all renewals and extensions thereof; (iii) all licenses for the use of the Trademarks; (iv) all rights to sue for past, present and future infringement of the Trademarks, and the right of recovery, including but not limited to damages for past, present and future infringement; and (v) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.
2. Assignment of Patents. Effective as of date hereof, and pursuant to the Purchase Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Borrower and Assignor in and to (i) the patents set forth in Schedule B hereto (the "*Patents*"), (ii) all patent applications and registrations related to the Patents, all renewals and extensions thereof, and all patents that may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof; (ii) all rights to sue for past, present and future infringement of the patent rights, and the right of recovery, including but not limited to damages for past, present and future infringement; and (iii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "*Assigned Patents*").
3. Successors. This Assignment shall inure to the benefit of and is binding upon Assignor and Assignee and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Indiana without giving effect to the conflict of laws rules thereof..
5. Nature of Assignment. The sale, transfer, conveyance, assignment and delivery of the Assigned IP is made without any representation or warranty by Assignor (except as expressly set forth in the Purchase Agreement) and without recourse to Assignor.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

PNC Bank, National Association,
as Administrative Agent and attorney in fact
for, and on behalf of, Bennington Marine
LLC

By: 
Terry A. Graffis
Vice President

ASSIGNEE

Pontoon Boat, LLC

By: _____

Its: _____

Date: _____

5262401 05073804

*Intellectual Property
Assignment Agreement
Pontoon Boat, LLC*

4. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark and patent issues, and (ii) in all other respects, including as to validity (except for patent and trademark issues), interpretation and effect, by the laws of the State of Indiana without giving effect to the conflict of laws rules thereof..
5. Nature of Assignment. The sale, transfer, conveyance, assignment and delivery of the Assigned IP is made without any representation or warranty by Assignor (except as expressly set forth in the Purchase Agreement) and without recourse to Assignor.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

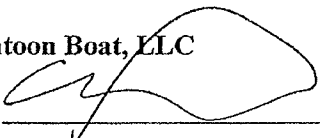
ASSIGNOR

PNC Bank, National Association,
as Administrative Agent and attorney in fact
for, and on behalf of, Bennington Marine
LLC

By: _____
Terry A. Graffis
Vice President

ASSIGNEE

Pontoon Boat, LLC

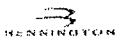
By:  _____

Its: CEO _____

Date: 12/9/08 _____

Schedule A

Trademarks

Registration No.	Mark	Mark Type	Goods and Services
3041070		Design Mark	Recreational Boats
3118259	Sedona	Word Mark	Recreational Boats
3321801	Southwind	Word Mark	Recreational boats and structural parts therefor
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5262401 05073804

*Intellectual Property
Assignment Agreement
Pontoon Boat, LLC*

PATENT
REEL: 035676 FRAME: 0721

Schedule B

Patents

US Patent No.	Title
6,672,241	Foldable frame for a boat cover
✓ 6,681,713	Combination engine compartment cover and privacy enclosure
✓ 6,820,569	Foldable frame for a boat cover
✓ 6,939,184	Isolated motor pan for watercraft
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*Intellectual Property
Assignment Agreement
Pontoon Boat, LLC*

RECORDED: 05/20/2015

PATENT
REEL: 035676 FRAME: 0722