

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT7497685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	THIRD AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MALIBU BOATS, LLC	08/12/2022
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TRUIST BANK
<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: 5</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	11370508
Patent Number:	11067979
Patent Number:	10683061
Patent Number:	10386834
Patent Number:	10179628
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(704)331-1159
<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>	
<b>Phone:</b>	7043311000
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com, maryelizabethzaldivar@mvalaw.com
<b>Correspondent Name:</b>	MOORE & VAN ALLEN PLLC
<b>Address Line 1:</b>	100 NORTH TRYON STREET
<b>Address Line 2:</b>	SUITE 4700, ATTN: IP DEPARTMENT
<b>Address Line 4:</b>	CHARLOTTE, NORTH CAROLINA 28202
<b>ATTORNEY DOCKET NUMBER:</b>	410643.000044
<b>NAME OF SUBMITTER:</b>	JOHN SLAUGHTER
<b>SIGNATURE:</b>	/john slaughter/

<b>DATE SIGNED:</b>	08/22/2022
<b>Total Attachments: 5</b> source=Third A&R T&PSA - Malibu Boats, LLC to Truist Bank#page1.tif source=Third A&R T&PSA - Malibu Boats, LLC to Truist Bank#page2.tif source=Third A&R T&PSA - Malibu Boats, LLC to Truist Bank#page3.tif source=Third A&R T&PSA - Malibu Boats, LLC to Truist Bank#page4.tif source=Third A&R T&PSA - Malibu Boats, LLC to Truist Bank#page5.tif	

**THIRD AMENDED AND RESTATED TRADEMARK AND PATENT SECURITY  
AGREEMENT**

This Third Amended and Restated Trademark and Patent Security Agreement (this “Trademark and Patent Security Agreement”), dated August 12, 2022, by MALIBU BOATS, LLC, a Delaware limited liability company (the “Debtor”), entered into in favor of TRUIST BANK (together with its successors and assigns, the “Secured Party”) as Administrative Agent for the Lenders, pursuant to the agreement titled Third Amended and Restated Security Agreement dated as of July 8, 2022 (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 the 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 Second Amended and Restated Trademark and Patent Security Agreement dated as of June 28, 2017 (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 Debtor is 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 of 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 the Debtor in connection with and symbolized by the trademarks owned by the 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;

provided, that this Trademark and Patent Security Agreement shall not constitute a grant of a security interest in any Excluded Collateral.

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 and Secretary

Accepted and Agreed:

**SECURED PARTY:**

TRUIST BANK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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: \_\_\_\_\_

Title: \_\_\_\_\_

Accepted and Agreed:

**SECURED PARTY:**

TRUIST BANK

By:  \_\_\_\_\_

Name: Tesha Winslow

Title: Director

**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>
CONTROL SYSTEM FOR WATER SPORTS BOAT WITH FOIL DISPLACEMENT SYSTEM	11370508	06/28/2022
CONTROL SYSTEMS FOR WATER-SPORTS WATERCRAFT	11067979	07/20/2021
SURF WAKE SYSTEM FOR A WATERCRAFT	10683061	06/16/2020
CONTROL SYSTEMS FOR WATER-SPORTS WATERCRAFT	10386834	08/20/2019
METHODS AND APPARATUS FOR FACILITATING WATERCRAFT PLANING	10179628	01/15/2019

**U.S. Trademarks**

**Trademark Registrations**

<b>Mark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
GO ALL OUT	6776292	06/28/2022
MALIBU MONSOON M5DI	6008647	03/10/2020
MALIBU MONSOON M6DI	5991908	02/18/2020
CENTERED ON YOU	5874797	10/01/2019
SURF GATE	5555335	09/04/2018
LIFE WITHOUT LIMITS	5533200	08/07/2018

**Trademark Application**

<b>Mark</b>	<b>Appl. No.</b>	<b>Filing Date</b>
MBI	97121788	11/12/2021