

F 09-25-2003

EFT U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



Y

102541903

MPO
9-24-03

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Steelease Development Corporation

Individual Association
 General Partnership Limited Partnership
 Corporation-Delaware Other:

Additional name(s) of conveying party(ies) attached?
 Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: August 29, 2003

2. Name and Address of receiving party(ies):

Name: Brunswick Outlet Corporation
 Street Address: 1 North Field Court
 City: Lake Forest State: Illinois Zip: 60045-4811 Country: U.S.A.

Individual(s) Citizenship:
 Association:
 General Partnership:
 Limited Partnership:
 Corporation-Delaware
 Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No, the designation of domestic representative has been made with the Power of Attorney which has been filed with the Patent and Trademark Office.

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
 If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)

B. Trademark registration No.(s)
 See Appendix A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nathanael G. Barnes
 Internal Address: Sidley Austin Brown & Wood LLP
 Street Address: 717 North Harwood St., Suite 3400
 City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41)..... \$290.00
 EXPEDITED recordal request: 120.00
 \$410.00

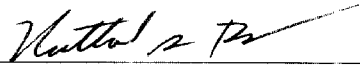
Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 18-1260

Charge fee

DO NOT USE THIS SPACE

9. Statement and signature:
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Nathanael G. Barnes  September 24, 2003
 Name of Person Signing Signature Date

OMB No. 0651-0011 (exp. 4/94) Total number of pages comprising cover sheet 2

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
 Box Assignment
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

ATTWOOD - Active Trademark Files

04-Aug-03

Notes: 1) Mex: Mexico; Tha: Thailand; Can: Canada
and 2) Does not include common law trademarks.

Issue Date	Docket Number	Reg. Number	Status	Title	Goods
Country =	USA				
8/2/1988	TA-40365-0-USA	1,498,298	issued	ATTWOOD	Class 6, 7, 11, 12
1/4/1983	TA-41138-0-USA	1,222,355	issued	BOATMATE (LSB)	Class 6, 9, 11, 12, & 17
4/4/1989	TA-40490-0-USA	1,532,637	issued	DESIGN (Circular round shape)	Class 6, 11
7/28/1987	TA-40493-0-USA	1,449,550	issued	DESIGN (Screw Head round shape)	Class 12
7/5/1988	TA-41135-0-USA	1,495,478	issued	L.S.BROWN CO.	Class 42
8/14/1984	TA-41136-0-USA	1,289,790	issued	LSB Design (Steering Wheel)	Class 6, 7, 9, 11, 12, 18, 22, 25, 28
4/5/1988	TA-40492-0-USA	1,483,040	issued	PERMA-PLATE	Class 6, 11
1/31/1989	TA-40491-0-USA	1,523,044	issued	ROBERTS	Class 28
7/31/1984	TA-41141-0-USA	1,287,633	issued	SPORTSMASTER (LSB)	Class 6, 7, 9, 11, 12, 17, 22, 28
9/28/1993	TA-40486-0-USA	1,795,132	issued	TWO IN ONE	Class 28
6/18/1991	TA-40489-0-USA	1,648,491	issued	WATER BUSTER	Class 7

TRADEMARK
REEL: 002720 FRAME: 0202

CONFIDENTIAL

ASSIGNMENT OF UNITED STATES TRADEMARK RIGHTS

This Agreement, effective as of the date of execution of that certain Asset Purchase Agreement referenced below, is made by and between Steelcase Development Corporation (“Assignor”), a Michigan corporation, having its principal place of business at 6100 East Paris Avenue, Caledonia, Michigan 49316, U.S.A. and Brunswick Outlet Corporation (“Assignee”), a Delaware corporation, having its principal place of business at One North Field Court, Lake Forest, Illinois 60045-4811, U.S.A.

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated August 29, 2007, wherein Assignor agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee agreed to purchase and accept the trademark registrations and applications listed in the attached Appendix A (the “Marks”), as well as all common law rights and goodwill of the business symbolized by said Marks;

WHEREAS, Assignor desires to assign, transfer and convey, and Assignee desires to acquire, all of Assignor’s right, title and interest in and to the Marks, as well as all goodwill of the business symbolized by said Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents, assigns, transfers, and conveys unto Assignee and its successors, assigns and legal representatives, all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by said Marks, together with the assignment of all rights to sue for past infringement of said Marks and all causes of action (either at law or equity) and the right of recovery, including but not limited to damages, for such past infringement, and the right to receive royalty income, the same to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and

legal representatives.

Assignor hereby agrees to execute all further agreements, instruments, certificates and other documents and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns the rights hereby transferred.

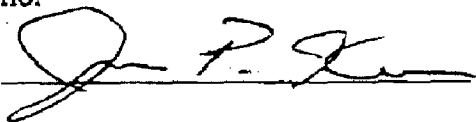
Signed at Grand Rapids on this 29th day of August, 2003.

Steelcase Development Corporation

"Assignor"

"Assignee"

By:



By: _____

Title:

Treasurer

Title: _____

Date:

August 29, 2003

Date: _____

STATE OF Michigan)
)
COUNTY OF Kent) SS.

On this the 29th day of August, 2003, before me, Anne T. Knape the undersigned Notary Public, personally appeared James P. Keane

- personally known to me - OR -
 proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the Treasurer of Steelcase Development Corporation ("Assignor"), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.

Anne T. Knape

ANNE T. KNAPE
Notary Public
Kent County, Michigan
Commission Expires 5-18-07

My Commission Expires:

5-18-07

STATE OF _____)
)
COUNTY OF _____) SS.

On this the _____ day of _____, 2003, before me, _____ the undersigned Notary Public, personally appeared _____

- personally known to me - OR -
 proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the _____ of Brunswick Outlet Corporation ("Assignee"), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.

My Commission Expires:

legal representatives.

Assignor hereby agrees to execute all further agreements, instruments, certificates and other documents and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns the rights hereby transferred.

Signed at CHICAGO, IL on this 29th day of AUGUST, 2003.

"Assignor"

Randy A. Gray
"Assignee"

By: _____

By: RANDY A. GRAY

Title: _____

Title: CHAIRMAN

Date: _____

Date: 8/29/03

STATE OF _____)
)
COUNTY OF _____) SS.

On this the _____ day of _____, 2003, before me, _____ the undersigned Notary Public, personally appeared _____,

- personally known to me – OR –
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the _____ of **Steelcase Development Corporation** (“Assignor”), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.

My Commission Expires:

STATE OF Illinois)
)
COUNTY OF Cook) SS.

On this the 29th day of August, 2003, before me, Denise M. Kerschhackl the undersigned Notary Public, personally appeared BANDY A. GRAY.

- personally known to me – OR –
- proved to me on the basis of satisfactory evidence

to be the person who executed the within instrument, and who upon oath acknowledged himself/herself to be the CHAIRMAN of **Brunswick Outlet Corporation** (“Assignee”), and that as such and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal.

Denise M. Kerschhackl

My Commission Expires:

2/15/2005



ATTWOOD - Active Trademark Files

04-Aug-03

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and 2) Does not include common law trademarks.

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TRADEMARK

RECORDED: 09/24/2003

REEL: 002720 FRAME: 0209

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