

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MCBC Holdings, Inc.		10/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P.
Street Address:	600 E. Las Colinas Boulevard
Internal Address:	Suite 400
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2327759	POWERSTAR
Registration Number:	1972543	MARISTAR
Registration Number:	1136108	MASTER CRAFT
Registration Number:	1427389	MASTER CRAFT
Registration Number:	1867981	MASTERCRAFT
Registration Number:	2275631	PROSTAR
Registration Number:	2905813	X2
Registration Number:	2766211	X-10
Registration Number:	2746144	X-30
Registration Number:	2876949	X-80
Registration Number:	2180436	X-STAR

CORRESPONDENCE DATA

OP \$290.00 2327759

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2147581500
Email: estafford@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue; Suite 3000
Address Line 2: Patton Boggs LLP
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	023714.0105 IP RECORDAL
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	10/12/2006

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "**IP Security Agreement**") is made and effective as of October 6, 2006, by MCBC HOLDINGS, INC., a Delaware corporation ("**Holdings**"), and certain subsidiaries of Holdings ("**Subsidiaries**", and together with Holdings, and including any of their respective successors or permitted assignees, each a "**Grantor**" and collectively the "**Grantors**"), in favor of GOLDMAN SACHS SPECIALTY LENDING GROUP, L.P., as Collateral Agent (in such capacity, "**Collateral Agent**"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement (defined below).

RECITALS

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of the date hereof, by and among the Grantors, Collateral Agent and the lenders party thereto from time to time (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend certain amounts (the "**Loan**"); and

WHEREAS, it is a condition precedent to the obligation of Collateral Agent and the Lenders to execute and perform under the Credit Agreement that Grantors shall have executed and delivered this IP Security Agreement to Collateral Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of Collateral Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest**. To secure prompt and complete payment of the Loans and the performance and observance of all of Obligations under the Credit Documents, each Grantor hereby grants to Collateral Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property (as defined in the Pledge and Security Agreement that is defined in the Credit Agreement) for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such Intellectual Property (the "**IP Collateral**");

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "**Copyrights**");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "**Patents**");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the “**Trademarks**”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “**Domain Names**”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Collateral Agent and the Lenders in the IP Collateral.

3. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Credit Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Collateral Agent (at the Grantors’ request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to Collateral Agent to evidence such termination.

4. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Collateral Agent, for the ratable benefit of the Lenders, under the Pledge and Security Agreement. The rights and remedies of the Grantors and Collateral Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Pledge and Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. If any provisions of this IP Security Agreement are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

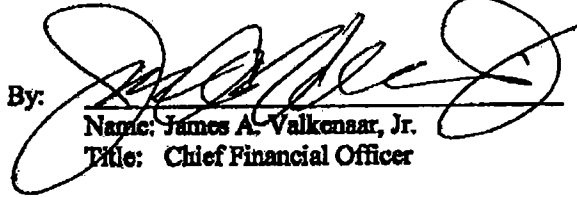
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

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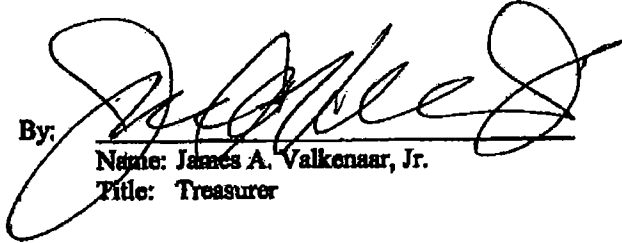
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

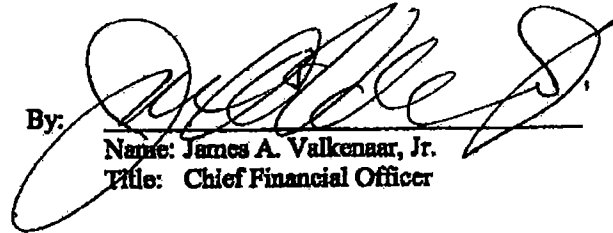
MASTERCRAFT BOAT COMPANY, LLC

By: 
Name: James A. Valkenaar, Jr.
Title: Chief Financial Officer

MCBC HOLDINGS, INC.

By: 
Name: James A. Valkenaar, Jr.
Title: Treasurer

MASTERCRAFT SERVICES, INC.

By: 
Name: James A. Valkenaar, Jr.
Title: Chief Financial Officer

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

023714.0105-389883

SCHEDULE A

COPYRIGHTS

U.S. Registered Copyrights:

None.

Pending U.S. Copyright Applications:

None.

SCHEDULE B

PATENTS

U.S. Registered Patents and Pending U.S. Patent Applications:

See attached.

MASTERCRAFT BOAT COMPANY, INC.

United States Patent Portfolio

	TITLE OF INVENTION				PATENT NO.	GRANT DATE	
	TOWER LIGHT AND SWIVEL ASSEMBLY				D455,853	Apr. 16, 2002	
	INTEGRATED LIGHT AND TOW-LINE ATTACHMENT ASSEMBLY FOR A BOAT				6,539,886	Apr. 1, 2003	

SCHEDULE C

TRADEMARKS

U.S. Registered Trademarks and Pending U.S. Trademark Applications:


See attached.

MASTERCRAFT BOAT COMPANY, INC.

Trademark Portfolio

COUNTRY	MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE	
United States	POWERSTAR	75/428,628	Feb. 4, 1998	2,327,759	Mar. 14, 2000	

United States	MARISTAR	74/626,286	Jan. 27, 1995	1,972,543	May 7, 1996	
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COUNTRY	MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE
United States		73/205,059	Feb. 26, 1979	1,136,108	May 27, 1980
United States	MASTER CRAFT	73/559,907	Sep. 24, 1985	1,427,389	Feb. 3, 1987
United States	MASTERCRAFT	74/439,135	Sep. 23, 1993	1,867,981	Dec. 20, 1994
United States	PROSTAR	75/428,578	Feb. 4, 1998	2,275,631	Sep. 7, 1999

COUNTRY	MARK	APPL. NO.	FILING DATE	REG. NO.	REG. DATE
United States	X2	76/528,650	Jul. 11, 2003	2,905,813	Nov. 30, 2004
United States	X-10	76/326,229	Oct. 17, 2001	2,766,211	Sep. 23, 2003
United States	X-30	76/326,230	Oct. 17, 2001	2,746,144	Aug. 5, 2003
United States	X-80	76/555,043	Oct. 29, 2003	2,876,949	Aug. 24, 2004
United States	X-STAR	75/312,695	Jun. 23, 1997	2,180,436	Aug. 11, 1998

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