

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.		02/09/2012	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	BRUNSWICK FAMILY BOAT CO. INC.		
Street Address:	1 N. FIELD COURT		
City:	LAKE FOREST		
State/Country:	ILLINOIS		
Postal Code:	60045		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2861302	WHERE FUN LIVES	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
Phone:	301-638-0511		
Email:	ipresearchplus@comcast.net		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		
ATTORNEY DOCKET NUMBER:	37756		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		

OP \$40.00 2861302

Date:

02/13/2012

Total Attachments: 5

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARK RIGHTS**

TERMINATION AND RELEASE dated as of February 9, 2012, from The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") under the Indenture dated as of August 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "Indenture") and as collateral agent (the "Collateral Agent") under the Pledge and Security Agreement dated as of August 14, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") to Brunswick Family Boat Co. Inc. (the "Grantor").

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, a security interest (the "Security Interest") was granted by the Grantor (as defined therein, including the Grantor) to the Collateral Agent, on behalf of the Secured Parties (as defined therein), in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of August 14, 2009, among the Collateral Agent and Grantors (the "Trademark Security Agreement"), the Grantor, by reference to the Security Agreement, reaffirmed its intent to grant a Security Interest to the Collateral Agent specifically in the Trademark Collateral;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on August 28, 2009, at Reel 4057 and Frame 0536; and

WHEREAS, the parties hereto now desire to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks listed on Schedule A hereto.
2. Release of Security Interest. The Collateral Agent hereby terminates, releases and discharges the entirety of its Security Interest in the Trademark Collateral, and any and all right, title or interest of the Collateral Agent in such Trademark Collateral shall hereby cease and become void, and the Collateral Agent reassigns any and all interest it may have in such of the Trademark Collateral to the Grantor.
3. Further Assurances. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents provided to it and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: 
Name: R. Tamas
Title: Vice President

Acknowledged by:

BRUNSWICK FAMILY BOAT CO. INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.

By: _____
Name:
Title:

Acknowledged by:

BRUNSWICK FAMILY BOAT CO. INC.

By: Marsha T. Vaughn
Name: Marsha T. Vaughn
Title: Assistant Secretary

Schedule A

U.S. Trademark Applications and Registrations

TITLE	APPLICATION/REGISTRATION NUMBER	REGISTRATION DATE
WHERE FUN LIVES	2,861,302	7/6/04