

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Intellectual Property

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SunTrust Bank		07/16/2013	CORPORATION: GEORGIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Malibu Boats, LLC
<b>Street Address:</b>	One Malibu Court
<b>City:</b>	Merced
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95341
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	4186116	TXI
Registration Number:	4256428	MXZ
Registration Number:	3928212	AXIS
Registration Number:	3928211	AXIS
Registration Number:	3106853	RESPONSE
Registration Number:	3109324	WAKESETTER
Registration Number:	2976242	MALIBU
Registration Number:	3782040	AXIS WAKE RESEARCH
Registration Number:	2464630	SUNSCAPE
Registration Number:	1941229	

**CORRESPONDENCE DATA**

Fax Number: 9192868199

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

OP \$265.00 4186116

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ATTORNEY DOCKET NUMBER:	410643-044 JES
NAME OF SUBMITTER:	John E. Slaughter
Signature:	/John E. Slaughter/
Date:	07/17/2013

Total Attachments: 3  
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This **TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**, dated as of July 16, 2013 ("Release"), is made by **SUNTRUST BANK**, a Georgia state banking corporation ("Lender"), in favor of **MALIBU BOATS, LLC**, a Delaware limited liability company ("Debtor").

**WHEREAS**, pursuant to that certain Security Agreement dated as of July 11, 2012 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time, the "Security Agreement") by and among the Debtor and Lender, and the Trademark and Patent Security Agreement dated as July 11, 2012 ("Trademark and Patent Security Agreement") by and among the Debtor and Lender, Debtor granted to the Lender a lien on and security interest in all of Debtor's right, title and interest in, to and under the Trademark and Patent Collateral; and

**WHEREAS**, the Trademark and Patent Security Agreement was recorded at the United States Patent and Trademark Office ("USPTO") on July 18, 2012 at Reel 028584 Frame 0293 and on July 18, 2012 at Reel 4824 Frame 0395.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Lender and Debtor agree as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement or Trademark and Patent Security Agreement.

**SECTION 2. Termination and Release.** Lender, without representation, warranty, or recourse, hereby:

(a) terminates, cancels, discharges, and releases the mortgage, pledge, and hypothecation and lien on and security interest in and to the right, title, and interest in, to, and under all the Trademark and Patent Collateral, including, but not limited to, the foregoing listed on Schedule A attached hereto, granted pursuant to the Security Agreement; and

(b) authorizes the recordation of this Release with the USPTO at Debtor's expense.

**SECTION 3. Choice of Law.** This Release shall be governed by and construed in accordance with the laws of the State of Tennessee.

**SECTION 4. Acknowledgement.** The release of security interest granted herein expressly does not include a release of the security interest granted pursuant to the Security and Pledge Agreement dated as July 16, 2013 (as amended, restated, supplemented, modified, extended, renewed or replaced from time to time) by and among the Obligors party thereto (as defined therein) and SunTrust Bank, in its capacity as Administrative Agent thereto (as defined therein).

IN WITNESS WHEREOF, the Lender has caused this Termination and Release of Security Interest in Intellectual Property to be duly executed as of the date first set forth above.

Lender:

SUNTRUST BANK,  
as Lender

By: 

Name: Carle A. Felton III

Title: Director

Malibu Boats, LLC  
IP Termination

TRADEMARK

REEL: 005072 FRAME: 0471

Schedule A

U.S. Patents Subject to Security Interest  
Granted by Malibu Boats, LLC  
In Favor of SunTrust Bank  
Recorded July 18, 2012 at Reel 028584 Frame 0293

Issued Patents

Title	Patent No.	Issue Date
WAKE TOWER	D666135	08/28/12
WAKE TOWERS AND METHODS OF USE AND MANUFACTURE THEREOF	8171874	05/08/12
METHOD AND APPARATUS FOR DAMPENING RUDDER VIBRATION	8171870	05/08/12
METHOD AND APPARATUS FOR MODIFYING WAKE	7140318	11/28/06
WINDSHIELD EDGE ASSEMBLY AND METHOD	6647915	11/18/03

Pending Applications

Title	Appl. No.	Filing Date
WAKE TOWERS AND METHODS OF USE AND MANUFACTURE THEREOF	13463613 20120279432	02/26/10
SURF WAKE SYSTEM FOR A WATERCRAFT	13545969	07/11/12

U.S. Trademarks Subject to Security Interest  
Granted by Malibu Boats, LLC  
In Favor of SunTrust Bank  
Recorded July 18, 2012 at Reel 4824 Frame 0395

Registered Marks

Mark	Reg. No.	Reg. Date
TXI	4186116	08/07/12
MXZ	4256428	12/11/12
AXIS and Design	3928212	03/08/11
AXIS	3928211	03/08/11
RESPONSE	3106853	06/20/06
WAKESETTER	3109324	06/27/06
MALIBU	2976242	07/26/05
AXIS WAKE RESEARCH	3782040	04/27/10
SUNSCAPE	2464630	06/26/01
Design only	1941229	12/12/95