

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
MASTERCRAFT BOAT COMPANY, LLC		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, as Agent
Street Address:	222 South Riverside Plaza, 30th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	1972543	MARISTAR
Registration Number:	1427389	MASTER CRAFT
Registration Number:	1867981	MASTERCRAFT
Registration Number:	3285399	MASTERCRAFT
Registration Number:	3359054	MASTERCRAFT
Serial Number:	85917103	MASTERCRAFT
Registration Number:	2275631	PROSTAR
Registration Number:	3274028	X1
Registration Number:	2905813	X2
Registration Number:	3274027	X7
Registration Number:	4359317	X10
Registration Number:	3382513	X14
Registration Number:	3274026	X15
Registration Number:	3831475	X25

TRADEMARK

Registration Number:	2746144	X-30
Registration Number:	3274025	X45
Serial Number:	85902815	X46
Registration Number:	3831476	X55
Registration Number:	2876949	X-80
Registration Number:	4309965	X-SERIES
Registration Number:	2180436	X-STAR

CORRESPONDENCE DATA

Fax Number: 3126095005
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-609-7943
Email: skowalski@vedderprice.com
Correspondent Name: Sylvia Kowalski
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31417000082 - SCHOENDORFF
NAME OF SUBMITTER:	Sylvia Kowalski
Signature:	/Sylvia Kowalski/
Date:	01/27/2014

Total Attachments: 9
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GRANT OF SECURITY INTEREST IN TRADEMARK, PATENT AND COPYRIGHT RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK, PATENT and COPYRIGHT RIGHTS (this "*Agreement*"), dated as of December 20, 2013 is made by **MASTERCRAFT BOAT COMPANY, LLC**, a Delaware limited liability company, located at 100 Cherokee Cove Drive, Vonore, Tennessee 37885 (the "*Grantor*"), in favor of FIFTH THIRD BANK, an Ohio banking corporation, as Agent (the "*Agent*") in connection with that certain Security Agreement dated as of December 20, 2013 among Grantor, the other "Grantors" party thereto and the Agent (as amended, restated, supplemented or modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

WITNESSETH:

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Lenders a continuing security interest in all Intellectual Property constituting Collateral, including the Trademarks, Patents and Copyrights listed on Schedule A hereto (the "*Additional Intellectual Property*"); and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks, Patents and Copyrights (including, without limitation, the Additional Intellectual Property) (collectively, the "*Collateral*"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 2. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark and the United States Copyright Office. The security interest granted hereby has been granted to Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this

Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING, WITHOUT LIMITATION, 735 ILCS SECTION 105/5-1 ET SEQ., BUT OTHERWISE WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS.

(Signature Page Follows)

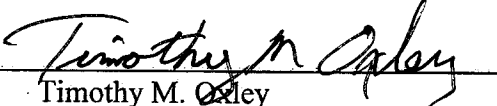
(Signature Page to Grant of Security Interest In Trademark, Patent and Copyright Rights)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GRANTOR:

**MASTERCRAFT BOAT COMPANY,
LLC, a Delaware limited liability company**

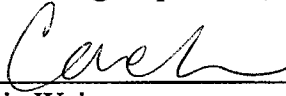
By:


Timothy M. O'Leary
Chief Financial Officer, Treasurer and
Secretary

(Signature Page to Grant of Security Interest In Trademark, Patent and Copyright Rights)

AGENT:

FIFTH THIRD BANK,
an Ohio banking corporation, as Agent

By: 
Carrie Weisman
Assistant Vice President

SCHEDULE A

(To Grant Security Interest in Trademark, Patent and Copyright Rights)

Patents

Grantor	Patent	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied
MasterCraft Boat Company, LLC	TOWER LIGHT AND SWIVEL ASSEMBLY	D455,853	29/143,459	Apr. 16, 2002	Jun. 15, 2001
MasterCraft Boat Company, LLC	INTEGRATED LIGHT AND TOW-LINE-ATTACHMENT ASSEMBLY FOR A BOAT	6,539,886	10/118,075	Apr. 1, 2003	Apr. 9, 2002
MasterCraft Boat Company, LLC	REVERSIBLE SEAT FOR A BOAT	7,661,382	12/117,198	Feb. 16, 2010	May 8, 2008
MasterCraft Boat Company, LLC	WATER SPORTS EQUIPMENT STORAGE RACK FOR A BOAT	Pending	14/051,870	Pending	Oct. 11, 2013
MasterCraft Boat Company, LLC	WAKE-MODIFYING DEVICE FOR A BOAT	Pending	61/889,752	Pending	Oct. 11, 2013

Trademarks

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
MasterCraft Boat Company, LLC	MARISTAR	74/626,286	1,972,543	Jan. 27, 1995	May 7, 1996	United States
MasterCraft Boat Company, LLC	MASTER CRAFT	73/559,907	1,427,389	Sep. 24, 1985	Feb. 3, 1987	United States
MasterCraft Boat Company, LLC	MASTERCRAFT	74/439,135	1,867,981	Sep. 23, 1993	Dec. 20, 1994	United States
MasterCraft Boat Company, LLC	MASTERCRAFT	77/089,851	3,285,399	Jan. 24, 2007	Aug. 28, 2007	United States
MasterCraft Boat Company, LLC	MASTERCRAFT	77/152,555	3,359,054	Apr. 10, 2007	Dec. 25, 2007	United States
MasterCraft Boat Company, LLC	MASTERCRAFT	85/917,103	Pending	Apr. 29, 2013	Pending	United States
MasterCraft Boat Company, LLC	PROSTAR	75/428,578	2,275,631	Feb. 4, 1998	Sep. 7, 1999	United States
MasterCraft Boat Company, LLC	X1	77/045,358	3,274,028	Nov. 16, 2006	Aug. 7, 2007	United States
MasterCraft Boat Company, LLC	X2	76/528,650	2,905,813	Jul. 11, 2003	Nov. 30, 2004	United States
MasterCraft Boat Company, LLC	X7	77/045,348	3,274,027	Nov. 16, 2006	Aug. 7, 2007	United States
MasterCraft Boat Company, LLC	X10	85/726,879	4,359,317	Sep. 12, 2012	Jun. 25, 2013	United States
MasterCraft Boat Company, LLC	X14	77/045,247	3,382,513	Nov. 16, 2006	Feb. 12, 2008	United States
MasterCraft Boat Company, LLC	X15	77/045,337	3,274,026	Nov. 16, 2006	Aug. 7, 2007	United States

Grantor	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Country
MasterCraft Boat Company, LLC	X25	77/906,644	3,831,475	Jan. 7, 2010	Aug. 10, 2010	United States
MasterCraft Boat Company, LLC	X-30	76/326,230	2,746,144	Oct. 17, 2001	Aug. 5, 2003	United States
MasterCraft Boat Company, LLC	X45	77/045,325	3,274,025	Nov. 16, 2006	Aug. 7, 2007	United States
MasterCraft Boat Company, LLC	X46	85/902,815	pending	Apr. 12, 2013	pending	United States
MasterCraft Boat Company, LLC	X55	77/906,646	3,831,476	Jan. 7, 2010	Aug. 10, 2010	United States
MasterCraft Boat Company, LLC	X-80	76/555,043	2,876,949	Oct. 29, 2003	Aug. 24, 2004	United States
MasterCraft Boat Company, LLC	X-SERIES	85/464,601	4,309,965	Nov. 4, 2011	Mar. 26, 2013	United States
MasterCraft Boat Company, LLC	X-STAR	75/312,695	2,180,436	Jun. 23, 1997	Aug. 11, 1998	United States

Copyrights

Grantor	Copyright Title	Date of Application	Copyright Registration Number
MasterCraft Boat Company, LLC	X-2 (MY2005)	May 23, 2006	VA 1-362-526
MasterCraft Boat Company, LLC	X-2 (MY2004)	May 23, 2006	VA 1-362-527
MasterCraft Boat Company, LLC	X-2 (MY2003)	May 23, 2006	VA 1-362-528
MasterCraft Boat Company, LLC	X-5 (MY2002)	May 23, 2006	VA 1-362-529
MasterCraft Boat Company, LLC	X-7 (MY2005)	May 23, 2006	VA 1-362-530
MasterCraft Boat Company, LLC	X-7 (MY2004)	May 23, 2006	VA 1-362-531
MasterCraft Boat Company, LLC	X-7 (MY2003)	May 23, 2006	VA 1-362-532
MasterCraft Boat Company, LLC	X-7 (MY2002)	May 23, 2006	VA 1-362-533
MasterCraft Boat Company, LLC	X-9 (MY2005)	May 23, 2006	VA 1-362-534
MasterCraft Boat Company, LLC	X-9 (MY2004)	May 23, 2006	VA 1-362-535
MasterCraft Boat Company, LLC	X-9 (MY2003)	May 23, 2006	VA 1-362-536
MasterCraft Boat Company, LLC	X-9 (MY2002)	May 23, 2006	VA 1-362-537
MasterCraft Boat Company, LLC	X-10 (MY2005)	May 23, 2006	VA 1-362-538
MasterCraft Boat Company, LLC	X-10 (MY2004)	May 23, 2006	VA 1-362-539
MasterCraft Boat Company, LLC	X-10 (MY2003)	May 23, 2006	VA 1-362-540
MasterCraft Boat Company, LLC	X-10 (MY2002)	May 23, 2006	VA 1-362-541
MasterCraft Boat Company, LLC	X-30 (MY2004)	May 23, 2006	VA 1-362-542
MasterCraft Boat Company, LLC	X-30 (MY2005)	May 23, 2006	VA 1-362-543
MasterCraft Boat Company, LLC	X-30 (MY2003)	May 23, 2006	VA 1-362-544
MasterCraft Boat Company, LLC	X-30 (MY2002)	May 23, 2006	VA 1-362-545
MasterCraft Boat Company, LLC	X-45 (MY2005)	May 23, 2006	VA 1-362-546
MasterCraft Boat Company, LLC	X-80 (MY2005)	May 23, 2006	VA 1-362-547
MasterCraft Boat Company, LLC	X-80 (MY2004)	May 23, 2006	VA 1-362-548
MasterCraft Boat Company, LLC	X-STAR (MY2005)	May 23, 2006	VA 1-362-549
MasterCraft Boat Company, LLC	X-STAR (MY2003)	May 23, 2006	VA 1-362-550

Grantor	Copyright Title	Date of Application	Copyright Registration Number
MasterCraft Boat Company, LLC	X-STAR (MY2001)	May 23, 2006	VA 1-362-551
MasterCraft Boat Company, LLC	X-STAR (MY2002)	May 23, 2006	VA 1-362-552
MasterCraft Boat Company, LLC	X-STAR (MY2000)	May 23, 2006	VA 1-362-553
MasterCraft Boat Company, LLC	X-SERIES	May 23, 2006	VA 1-362-554
MasterCraft Boat Company, LLC	X-MC	May 23, 2006	VA 1-362-555
MasterCraft Boat Company, LLC	Xb	May 23, 2006	VA 1-362-556
MasterCraft Boat Company, LLC	Xc	May 23, 2006	VA 1-362-557
MasterCraft Boat Company, LLC	Xd	May 23, 2006	VA 1-362-558
MasterCraft Boat Company, LLC	Xe	May 23, 2006	VA 1-362-559
MasterCraft Boat Company, LLC	Xf	May 23, 2006	VA 1-362-560
MasterCraft Boat Company, LLC	Xg	May 23, 2006	VA 1-362-561
MasterCraft Boat Company, LLC	Xh	May 23, 2006	VA 1-362-562
MasterCraft Boat Company, LLC	Xa	May 23, 2006	VA 1-362-563
MasterCraft Boat Company, LLC	X-Star	Aug. 30, 2013	
MasterCraft Boat Company, LLC	X-30	Aug. 30, 2013	
MasterCraft Boat Company, LLC	X46	Aug. 30, 2013	