

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334340

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WELLS FARGO CAPITAL FINANCE, LLC, SUCCESSOR BY MERGER TO WELLS FARGO CAPITAL FINANCE, INC.		03/03/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SILVER POINT FINANCE, LLC
Street Address:	2 GREENWICH PLAZA
Internal Address:	1ST FLOOR
City:	GREENWICH
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2884645	FISH HEAD
Registration Number:	1797719	BASS AMERICA
Registration Number:	2356713	POLAR KRAFT
Registration Number:	2294286	SANPAN
Registration Number:	2283129	SEA RYDER
Registration Number:	2278021	SWEETWATER
Registration Number:	1448357	DYNASTY
Registration Number:	2285152	FUN DECK
Registration Number:	2342466	GODFREY MARINE
Registration Number:	2283140	PARTI KRAFT
Registration Number:	2291057	AQUA FLOAT
Registration Number:	2290077	AQUA PATIO
Registration Number:	2367651	ASSAULT
Registration Number:	2356678	POLAR
Registration Number:	3100170	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3420475	OUTLANDER
Registration Number:	3544285	
Registration Number:	2060615	RINKER
Registration Number:	2060614	RINKER
Registration Number:	2891600	TIME WELL SPENT
Serial Number:	77634343	ATLANTIC
Serial Number:	77634321	ATLANTIC

CORRESPONDENCE DATA

Fax Number: 2127352000

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2127353000

Email: JUSTIN.SELLE@SKADDEN.COM

Correspondent Name: SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

Address Line 1: FOUR TIMES SQUARE

Address Line 2: JUSTIN SELLE, LEGAL ASSISTANT

Address Line 4: NEW YORK, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	070600/59
NAME OF SUBMITTER:	Aliya Sanders
SIGNATURE:	/Aliya Sanders/
DATE SIGNED:	03/07/2015

Total Attachments: 11

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NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST

This NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST (this “Notice”), dated as of March 3, 2015 (the “Effective Date”), is executed by WELLS FARGO CAPITAL FINANCE, LLC, successor by merger to Wells Fargo Capital Finance, Inc., a Delaware limited liability company located at 1100 Abernathy Road, Ste. 1600, Atlanta, GA 30328 in its capacity as Administrative Agent and Collateral Agent under the Original Agreements (as defined below) (the “Prior Agent”), and Silver Point Finance, LLC, a Delaware limited liability company located at 2 Greenwich Plaza, 1st Floor, Greenwich, CT 06830 in its capacity as Administrative Agent and Collateral Agent under the Resignation Agreement (as defined below) (the “Successor Agent”).

WHEREAS, pursuant to that certain Credit and Guaranty Agreement, dated as of April 21, 2010 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit and Guaranty Agreement”), the Prior Agent and certain grantor parties identified on the signature page thereto (the “Grantors”) entered into that certain Pledge and Security Agreement, dated as of April 21, 2010 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), and the Trademark Security Agreement, dated as of April 21, 2010 (the “Trademark Security Agreement”), and, together with the Credit and Guaranty Agreement and the Security Agreement, the “Original Agreements”), pursuant to which each Grantor unconditionally granted, collaterally assigned, and pledged to the Assignor (and its agents and designees), for the benefit of the Secured Parties, a valid and continuing security interest in all of such Grantor’s right, title and interest in and to, whether then owned or thereafter acquired or arising or wherever located, the following property (collectively, the “Trademark Collateral”):

(a) all of its trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule I attached hereto and made a part hereof, and (i) all reissues, continuations, extensions, modifications and renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor’s business symbolized by the foregoing and connected therewith, and (v) all of each Grantor’s rights corresponding thereto throughout the world (collectively, the “Trademarks”);

(b) all rights under or interest in any Trademark, including, without limitation, the license agreements listed on Schedule I attached hereto and made a part hereof, and

the right to use the foregoing in connection with the enforcement of the Secured Parties' rights under the Credit Documents, including, without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses (collectively, the "Trademark Intellectual Property Licenses"); and

(c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on May 11, 2010, at Reel 004203 / Frame 0778;

WHEREAS, the Prior Agent sold and assigned the Loans and its Commitments under the Credit and Guaranty Agreement to the Successor Agent, SPCP Group III, LLC, Silver Point Capital Fund, L.P., and Silver Point Capital Offshore Master Fund, L.P. (collectively, the "New Lenders"), and the New Lenders purchased and assumed such Loans and Commitments pursuant to that certain Assignment and Assumption Agreement, dated as of December 19, 2014 (such assignment and assumption, the "Loan Transfer");

WHEREAS, in connection with the Loan Transfer, the Prior Agent, the Successor Agent, Nautic Global Group, Inc., NGG Holdings, LLC, the lenders party to the Credit and Guaranty Agreement, and the New Lenders entered into that certain Agreement Regarding Agency Resignation, Appointment and Acceptance, dated as of January 5, 2014 (the "Resignation Agreement"), whereby the Prior Agent resigned as Administrative Agent and Collateral Agent under the Original Agreements and is succeeded to and replaced by the Successor Agent as successor Administrative Agent and Collateral Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Resignation Agreement or, if not defined therein, then as defined or otherwise referenced in the Credit and Guaranty Agreement.

2. Succession of Agency; Assignment of Security Interest. Effective as of the Effective Date, pursuant to any and all of the terms and conditions set forth in the Resignation Agreement and subject to any limitations, exceptions, and qualifications set forth therein:

The Prior Agent is assigning all Liens in the Trademark Collateral to Successor Agent for itself and on behalf of Lenders and the Successor Agent shall succeed to and become vested all rights, powers and duties of Prior Agent under the Credit Agreement and other credit documents.

3. Effect of Notice on Lien. Notwithstanding anything herein to the contrary, all of such Liens shall in all respects be continuing and in full force and effect and are hereby reaffirmed.

4. Resignation Agreement. This notice is being issued in connection with the Resignation Agreement and the parties acknowledge that the matters expressed in this Notice are more fully addressed in the Resignation Agreement, the terms and conditions of which are hereby incorporated by reference. In the event of an irreconcilable conflict between the Resignation Agreement and this Notice, the terms and provisions of the Resignation Agreement shall govern.

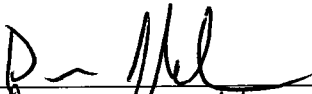
5. Governing Law. THE VALIDITY OF THIS NOTICE, THE CONSTRUCTION, INTERPRETATION AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. Counterparts. This Notice may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of an executed counterpart of this Notice by telefacsimile and other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Notice.

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IN WITNESS WHEREOF, the parties have executed this NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST effective as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, LLC
(Successor by merger to Wells Fargo Capital
Finance, Inc.)

By: 
Name: Dennis S. Lobman
Title: V.P.

SILVER POINT FINANCE, LLC


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY INTEREST effective as of the Effective Date.

WELLS FARGO CAPITAL FINANCE, LLC
(Successor by merger to Wells Fargo Capital
Finance, Inc.)

By: _____
Name: _____
Title: _____


SILVER POINT FINANCE, LLC


By:  _____
Name: Frederick H. Fogel
Title: Authorized Signatory

SCHEDULE I
TO
NOTICE OF SUCCESSION OF AGENCY AND TRANSFER OF SECURITY
INTEREST



Trademark Registrations/Applications


Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
Trademark (Class 12): FISH HEAD (B&H Ref: 152-002)	5/4/01 76/253,156	9/14/04 2,884,645	Affidavit of Incontestability due 9/14/10. (Boats). This is old mark and will likely be replaced by new one.
Trademark (Class 12): BASS AMERICA (B&H Ref: 152-009)	11/7/91 74/219,709	10/12/93 1,797,719	Mark has been renewed and been made incontestable -- effective until 10/15/13. (Boats)
Trademark (Class 12): POLAR KRAFT (B&H Ref: 152-010)	8/19/98 75/538,929	6/13/00 2,356,713	Mark has been renewed and been made incontestable -- effective until 6/15/20. (Boats)
Trademark (Canada) POLAR KRAFT (B&H Ref: 152-011)	2/17/99 1,005,658	3/23/01 TMA542,950	Effective for 15 year term until 3/23/16. (Boats)
Trademark (Class 12): SANPAN (B&H Ref: 152-012)	7/23/98 75/525,783	11/23/99 2,294,286	Mark has been renewed and been made incontestable -- effective until 11/25/19. (Boats)
Trademark (Class 12): SEA RYDER	75/524,260	10/5/99	Mark has been renewed and been made

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
(B&H Ref: 152-013)	7/23/98	2,283,129	incontestable -- effective until 10/7/19. (Boats)
Trademark (Class 12): SWEETWATER (B&H Ref: 152-014)	75/525,780 7/23/98	9/14/99 2,278,021	Mark has been renewed and been made incontestable -- effective until 9/16/19. (Boats)
Trademark (Class 12): DYNASTY and Design  (B&H Ref: 152-015)	73/608,936 7/11/86	7/21/87 1,448,357	Mark has been renewed and been made incontestable -- effective until 7/24/17. (Fiberglass boats)
Trademark (Class 12): FUN DECK (B&H Ref: 152-017)	7/23/98 75/525,777	10/12/99 2,285,152	Mark has been renewed and been made incontestable -- effective until 10/15/19. (Boats)
Trademark (Class 12): GODFREY MARINE (B&H Ref: 152-018)	7/23/98 75/524,499	4/18/00 2,342,466	Mark has been renewed and been made incontestable -- effective until 4/19/10. (Boats)
Trademark (Class 12): PARTI KRAFT (B&H Ref: 152-019)	7/23/98 75/525,782	10/5/99 2,283,140	Mark has been renewed and been made incontestable -- effective until 10/7/19. (Boats)
Trademark (Class 12): AQUA FLOAT (B&H Ref: 152-020)	7/23/98 75/524,498	11/9/99 2,291,057	Mark has been renewed and been made incontestable -- effective until 11/12/19. (Boats)
Trademark (Class 12): AQUA PATIO B&H Ref: (152-021)	7/23/98 75/524,200	11/2/99 2,290,077	Mark has been renewed and been made incontestable -- effective until 11/4/19. (Boats)
Trademark (Class 12):	8/26/98	7/18/00	Mark has been renewed

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
ASSAULT (B&H Ref: 152-022)	75/560,695	2,367,651	and been made incontestable – effective until 7/19/10. (Recreational boats not for military use) Not being renewed.
Trademark (Canada) ASSAULT (B&H Ref: 152-023)	2/22/99 1,006,035	11/21/01 TMA554,232	Effective for 15 year term until 11/21/16. (Recreational boats not for military wares). Not being renewed. ¹
Trademark (Class 12): POLAR (B&H Ref: 152-024)	7/23/98 75/526,052	6/13/00 2,356,678	Mark has been renewed and been made incontestable – effective until 6/15/20. (Boats)
Trademark (China): SWEETWATER (B&H Ref: 152-033)	10/25/04 4326760	4/21/07 4326760	Effective for 10 year term until 4/20/17. (vehicles for water)
Trademark (Class 12): FISH HEAD and Design  (B&H Ref: 152-035)	78/512,226 11/5/04	6/6/06 3,100,170	Affidavit of Incontestability due 6/6/12. (Boats)
Trademark (Class 12): OUTLANDER (B&H Ref: 152-037)	4/21/06 78/866,837	4/29/08 3,420,475	Affidavit of Incontestability due 4/29/14. (Boats)
Trademark (Canada):	10/10/06	10/20/09	Effective for 15 year

¹ This registration is currently held by Dynasty Boats, Inc. As the registration will not be renewed, title is not being updated to Polar Kraft Manufacturing LLC, and then to Nautic Global Group, Inc.

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
OUTLANDER (B&H Ref: 152-037.001)	1,320,263	TMA750,653	term until 10/20/24. (Boats).
Trademark (Class 12): NAUTIC GLOBAL GROUP - Refile (B&H Ref: 152-042.001)	NOT YET FILED	N/A	
Trademark (Class 12): NEW FISH HEAD LOGO  (B&H Ref: 152-045)	4/3/07 77/147,355	12/9/08 3,544,285	Affidavit of Incontestability due 12/9/13. (Boats).
Trademark (Class 12): NAUTIC GLOBAL GROUP and Design-Refile  (B&H Ref: 152-046.002)	NOT YET FILED	N/A	
Trademark (Class 12): RINKER	11/7/95 75/016,324	5/13/97 2,060,615	Effective for 10 year term until 5/15/17. (Boats).
Trademark (Class 25): RINKER	11/7/95 75/016,323	5/13/97 2,060,614	Effective for 10 year term until 5/15/17. (Boats).

Mark and Class	Filing Date and Application Number	Registration Date and Number	Status and Goods/Services Description
Trademark (Class 12): TIME WELL SPENT	1/24/02 76/362,581	10/5/04 2,891,600	Effective for ten year term – Affidavits of Continued Use and Incontestability have been filed. (Boats).
Trademark (Class 12) ATLANTIC And Design  (B&H Ref: 152-052)	12/16/2008 77/634,343	N/A	To be Abandoned per client's instruction for failure to respond to office action due 4/7/10. (Boats)
Trademark (Class 12) ATLANTIC (B&H Ref: 152-051)	12/16/2008 77/634,321	N/A	To be Abandoned per client's instruction for failure to respond to office action due 4/7/10. (Boats)
Trademark (Class 12) Australia: SWEETWATER	6/21/02 917371	6/21/02 917371	Effective for 10 year term. (pleasure boats for recreation and commercial use).
Trademark (Class 12) Australia: HURRICANE	6/21/02 917370	6/21/02 917370	Effective for 10 year term. (pleasure boats for recreation and commercial use).

Trade Names

1. Rinker Boat Company
2. Godfrey Marine

3. Polar Kraft

Common Law Trademarks

None.

Trademark Licenses²

1. Polar Kraft Manufacturing LLC (f/k/a Polar Kraft Manufacturing Co.) (designated in the License Agreement as Polar Kraft Boats, Division of Godfrey) has entered into a License Agreement – Copyright and Trademark (the “Mossy Oak License”), dated as of May 25, 2004 (as amended, restated, supplemented or otherwise modified from time to time), with Haas Outdoors, Inc. The Mossy Oak License grants Polar Kraft a non-exclusive license to use camouflage patterns known as “Mossy Oak[®]”, “Break-Up[®]” and “Shadow Grass[®]” and trademarks “Mossy Oak[®]”, “Break-Up[®]” and “Shadow Grass[®]” in the wholesale channels of trade in North America. The Mossy Oak License is terminable by Haas Outdoors, Inc. if a minimum royalty of \$2,500 per year is not paid, and pursuant to its terms, the Mossy Oak License is non-assignable.

² Simultaneously with the consummation of the Restructuring Transactions (as defined in the Credit Agreement), all rights and obligations of Polar Kraft Manufacturing LLC shall be assigned to Nautic Global Group, Inc.