

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Docket No.:

23324/15

FORM PTO-1594 (Modified)
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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TM05/REV03

Tab settings → → → ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
COOK MANUFACTURING CORPORATION

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State **Oklahoma**
 Other _____

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: **CAPITALSOURCE FINANCE LLC**

Internal Address: **12th Floor**

Street Address: **4445 Willard Street**

City: **Chevy Chase** State: **MD** ZIP: **20815**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other **Delaware limited liability company**

If assignee is not domiciled in the United States, a domestic designation is Yes N
 (Designations must be a separate document from
 Additional name(s) & address(es) Yes N

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other **Collateral Patent, Trademark, Copyright and License Assignment**

Execution Date: **February 14, 2001**

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
	1,808,821 1,241,806
	1,485,141 1,216,402
	1,606,217

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Mark S. Leonardo, Esq.**

Internal Address: **Brown Rudnick Berlack Israels LLP**

Street Address: **One Financial Center**

City: **Boston** State: **MA** ZIP: **02111**

6. Total number of applications and registrations involved:..... **5**

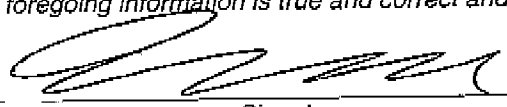
7. Total fee (37 CFR 3.41):.....\$ **\$140.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0369

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Mark S. Leonardo, Esq. (Reg. No. 41,433)  **10-3-03**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and **15**

CH \$140.00 500369 1808821

EXECUTION COPY

COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT

THIS COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT (this "Assignment") made as of February 14, 2001, by COOK MANUFACTURING CORPORATION an Oklahoma corporation (the "Company"), with a mailing address at 3920 South 13th, Duncan, OK 73534, to CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (the "Assignee").

Preliminary Statement. Marine Accessories Corporation ("Borrower"), an Arizona corporation of which Assignee is a wholly-owned subsidiary, has entered into the Revolving Credit and Term Loan Agreement dated as of February 14, 2001 (as amended from time to time, the "Loan Agreement") with Assignee. It is a condition to the effectiveness of the Loan Agreement and any extensions of credit to or for the benefit of the Assignor thereunder that, among other things, Assignor execute and deliver to Assignee this Assignment.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. Definitions. The capitalized terms used herein without definition shall have the meanings ascribed to them in the Loan Agreement.

2. Collateral Assignment of Patents, Trademarks, Copyrights and Licenses. To secure the complete and timely satisfaction of all of the obligations of Assignor to Assignee under this Agreement, the Loan Agreement, the Notes issued pursuant thereto, the other Loan Documents and all other documents, instruments and agreements delivered by Assignor in connection therewith (collectively, the "Obligations"), the Assignor hereby mortgages, pledges and assigns to Assignee, as and by way of a mortgage and security interest having priority over all other security interests, with power of sale upon the occurrence of an Event of Default, and grants Assignee a security interest in, all of Assignor's right, title and interest in and to all of the following, whether now existing or hereafter arising:

(i) all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Schedule A attached hereto and made a part hereof, and (A) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A) through

(D), inclusive, in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Patents";

(ii) all service marks, trademarks, trademark or service mark registrations, trademark or service mark applications, trade names, copyrights, copyright registrations and copyright applications including, without limitation, the trademarks, service marks, copyrights and applications listed on Schedule B attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, registrations, applications and trade names, together with the items described in clauses (A) through (D), inclusive, with respect thereto in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Marks" and all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (A) through (D), inclusive, in which Assignor now or hereafter have any right, title or interest are sometimes hereinafter individually and/or collectively referred to as the "Copyrights";

(iii) all rights and obligations pursuant to Assignor's license agreements with any other Person or Persons with respect to any Patents, Marks and Copyrights, whether Assignor is licensor or licensee under any such license agreements, including, without limitation, the licenses listed on Schedule C attached hereto and made a part hereof, and, subject to the terms of such licenses, the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses"; and

(iv) the goodwill of Assignor's business connected with and symbolized by the Marks;

provided, however, that there shall be excluded from the foregoing collateral assignment and grant of a security interest any of the existing Licenses to which Assignor is licensee (and any Patents, Marks and Copyrights currently licensed by others to Assignor pursuant to such Licenses) in each case to the extent (but only to the extent) that the applicable License lawfully prohibits such collateral assignment or grant of a security interest; provided further, however, that, upon Assignee's request, Assignor will use its best efforts to obtain any consent needed to subject any such property to this collateral assignment and grant of a security interest.

3. Restrictions on Future Agreements. Assignor agrees and covenants that until the Obligations shall have been satisfied in full and the Loan Agreement shall have

been terminated, Assignor will not take any action or enter into any agreement, including, without limitation entering into any license agreement, which is inconsistent with Assignor's obligations under this Assignment, and Assignor further agrees and covenants that it will not take any action, or permit any action to be taken by others subject to its control, including its licensees, or fail to take any action, which would adversely affect the validity or enforcement or nature of the rights transferred to Assignee under this Assignment. Assignor agrees and covenants not to sell or assign its interest in the Patents, Marks, Copyrights or Licenses, without receiving the prior written consent of Assignee thereto.

4. Certain Covenants, Representations and Warranties of Assignor. Assignor covenants, represents and warrants that: (i) the Patents, Marks, Copyrights and Licenses are subsisting, have not been adjudged invalid or unenforceable in whole or in part, and, to the best of Assignor's knowledge, are not currently being challenged in any way where such invalidity, unenforceability or challenge could have a Material Adverse Effect; (ii) none of the Patents, Marks, Copyrights and Licenses have lapsed or expired or have been abandoned, whether due to any failure to pay any maintenance or other fees or make any filing or otherwise unless such lapse expiration or abandonment is reasonable in Assignor's business judgment; (iii) each of the Patents, Marks, Copyrights and Licenses is valid and enforceable and Assignor is unaware of any invalidating prior art (including public uses and sales) relative to the Patents, and are unaware of any impairments to the Patents, Marks, Copyrights or Licenses which would have a material adverse effect on the validity and/or enforceability of any material Patents, Marks, Copyrights or Licenses; (iv) to the best of Assignor's knowledge, no claim has been made that the use of any of the Patents, Marks, Copyrights or Licenses constitutes an infringement where such claim could have a Material Adverse Effect; (v) Assignor owns the entire right, title and interest in and to each of the Patents, Marks and Copyrights (other than those being licensed to Assignor pursuant to the Licenses) free and clear of any Liens and the Licenses are valid and subsisting licenses with respect to the Patents, Marks, Copyrights described therein, free and clear of any Liens of every kind and nature arising by, through or under Assignor, in each case except for (A) rights granted by Assignor pursuant to the applicable licenses listed on Schedule C, and (B) Liens and encumbrances in favor of Assignee pursuant to this Agreement or the other Loan Documents; (vi) as of the date hereof, the Patents, Marks and Copyrights and Licenses listed on Schedules A, B and C, respectively, constitute all such registered items in which Assignor has any right, title or interest; (vii) Assignor has the unqualified right to enter into this Agreement and perform its terms; (viii) Assignor will continue to use proper statutory notice in connection with its use of the Patents, Marks and Copyrights; and (ix) Assignor will use standards of quality in its manufacture of products sold under the Marks consistent with those currently employed by it.

5. New Patents, Marks, Copyrights and Licenses. If, before the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (i) obtain rights to any new patentable inventions, trademarks, service marks, trademark or service mark registrations, copyright registrations, trade names or licenses, or (ii) become entitled to the benefit of any patent, trademark or service mark

application, trademark, service mark, trademark or service mark registration, copyright registrations, license or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and Assignor shall give to Assignee prompt written notice thereof. Assignor hereby authorizes Assignee to modify this Assignment by noting any future acquired Patents, Marks, Copyrights on Schedule A or B and any Licenses and licensed Patents, Marks or Copyrights on Schedule C, as applicable; provided, however, that the failure of Assignee to make any such notation shall not limit or affect the obligations of Assignor or rights of Assignee hereunder.

6. Royalties; Terms. Assignor hereby agrees that the use by Assignee of all Patents, Marks, Copyrights and Licenses as described above shall be worldwide (or in the case of the Patents, Marks and Copyrights licensed to Assignor such smaller geographic location as may be specified for Assignor's use in the applicable License) and without any liability for royalties or other related charges from Assignee to Assignor. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Marks, Copyrights and Licenses assigned hereunder, or (ii) satisfaction in full of the Obligations and termination of the Loan Agreement.

7. Grant of License to the Assignor. Unless and until an Event of Default shall have occurred and notice given as provided in the following sentence, Assignee hereby grants to Assignor (but only to the extent the same was lawfully granted to Assignee by Assignor pursuant to this Agreement) the royalty-free, exclusive, nontransferable right and license for Assignor's own benefit and account and no other to use the Marks and all materials covered by the Copyrights, to exercise Assignee's rights under the Licenses, and to make, have made, use and sell products conforming to the inventions disclosed and claimed in the Patents for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Section 7. From and after the occurrence of an Event of Default and notice to such effect from Assignee to Assignor, Assignor's license with respect to the Patents, Marks, Copyrights and Licenses as set forth in this Section 7 shall terminate forthwith.

8. Assignee's Right to Inspect. Assignee shall have the right, at any time and from time to time, upon reasonable notice and during normal business hours to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes. From and after the occurrence of an Event of Default and notice by Assignee to Assignor of Assignee's intention to enforce its rights and claims against any of the Patents, Marks, Copyrights and Licenses, Assignor agrees that Assignee, or a conservator appointed by Assignee, shall have the right to establish such additional product quality controls as Assignee or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Marks consistent with the quality of products now manufactured by Assignor.

9. Termination of Security Interest. This Assignment is made for collateral purposes only. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents, title to the Patents, Marks, Copyrights and Licenses shall automatically revert to Assignor. Assignee shall, at Assignor's expense, execute and deliver to Assignor all termination statements and other instruments as may be necessary or proper to terminate Assignee's security interest in, and to revert in Assignor all right, title and interest in and to, the Patents, Marks, Copyrights, and Licenses transferred to Assignee pursuant to this Assignment, subject to any disposition thereof which may have been made by Assignee pursuant hereto or pursuant to any of the other Loan Documents. Any such termination statements and instruments shall be without recourse upon or warranty by Assignee.

10. Duties of Assignor. Assignor shall have the duty (unless it is not commercially reasonable to do so in Assignor's business judgment), at its expense, (i) to prosecute diligently any patent application of the Patents, any application respecting the Marks, and any copyright application of the Copyrights pending as of the date hereof or thereafter, (ii) to make application on unpatented but patentable inventions and on registerable but unregistered trademarks, service marks and copyrights, and (iii) to preserve, maintain and enforce against infringement all rights in patent applications and patents constituting the Patents, in trademark or service mark applications, trademarks, service marks, and trademark or service mark registrations constituting the Marks, and in copyright applications, copyrights and copyright registrations constituting the Copyrights. Assignor shall not abandon any pending patent application, trademark application, copyright application, service mark application, patent, trademark, service mark or copyright without the written consent of Assignee unless commercially reasonable to do so in Assignor's business judgment.

11. Assignee's Right to Sue. From and after the occurrence of an Event of Default, Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, the Marks, the Copyrights and the Licenses, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all costs and expenses incurred by Assignee in the exercise of its rights under this Section 11.

12. No Waiver. No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or

provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

14. Modification. This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Further Assurances. Assignor shall execute and deliver to Assignee, at any time or times hereafter at the request of Assignee, all agreements and documents (including, without limitation, any as may be reasonably deemed desirable by Assignee for filing or recording with any Patent and Trademark Office, and any successor thereto) and take all such actions (including, without limitation, paying the cost of filing or recording any of the foregoing in all public offices reasonably deemed desirable by Assignee), as Assignee may request, to evidence Assignee's interest in the Patents, Marks, Copyrights and Licenses and the goodwill associated therewith and enforce Assignee's rights under this Assignment.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Assignee's rights and remedies with respect to the Patents, Marks, Copyrights and Licenses, whether established hereby, by any of the Loan Documents or otherwise, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby constitutes and appoints Assignee Assignor's true and lawful attorney-in-fact, with full power of substitution in the premises, with power at any time after the occurrence and during the continuance of an Event of Default, to (i) endorse Assignor's names on all applications, documents, papers and instruments determined by Assignee in its sole discretion as necessary or desirable for Assignee in the use of the Patents, Marks, Copyrights and Licenses, (ii) take any other actions with respect to the Patents, Marks, Copyrights and Licenses as Assignee reasonably deems to be in the best interest of Assignee, (iii) grant or issue any exclusive or non-exclusive license under the Patents, Marks or Copyrights to any Person, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Marks, Copyrights or Licenses to any Person. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Assignee under the Loan Agreement or any of the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Assignee shall have, in addition to all other rights and remedies given it by the terms of this Assignment, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Marks, Copyrights or Licenses may be enforced. Assignor hereby releases Assignee from any and all claims, causes of action and demands at any time arising out of or with respect to any actions taken or omitted to be taken by the Assignee under the powers of attorney granted herein except for Assignee's gross negligence or willful misconduct.

17. Binding Effect; Benefits. This Assignment shall be binding upon the Assignor and its respective successors and assigns and shall inure to the benefit of Assignee and its respective successors, assigns and nominees.

18. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to its conflicts or choice of law rules or provisions (other than Section 5-1401 of the New York General Obligation Law). Any judicial proceeding brought by or against the Borrower with respect to any of the Obligations, this Assignment or any related agreement may be brought in any federal or state court of competent jurisdiction located in the State of New York, and, by execution and delivery of this Assignment, the Borrower accepts for itself and in connection with its properties, generally and unconditionally the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Assignment or any of the Loan Documents or any related agreement or documents. The Borrower hereby waives personal service of process and agrees that service of process upon it may be made by certified or registered mail, return receipt requested, at its address specified or determined in accordance with Section 12.6 hereof, and service so made shall be deemed completed on the third (3rd) Business Day after mailing. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of the Lender to bring proceedings against the Borrower in the courts of any other jurisdiction having jurisdiction over the Borrower. Borrower waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. Any judicial proceedings by the Borrower arising out of, related to or connected with this Assignment or any of the Loan Documents or any related agreement or document, shall be brought only in a federal or state court located in the State of New York.

EXECUTION COPY

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first above written.

Attest:

COOK MANUFACTURING CORPORATION

By: *Jitka Smith*
Name: Jitka Smith
Title: Assistant Secretary

By: *Edward H. Benford*
Name: Edward H. Benford
Title: Vice President

Attest:

CAPITALSOURCE FINANCE LLC.

By: _____
Name:
Title:

By: _____
Name:
Title:

involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Assignment or any of the Loan Documents or any related agreement or document, shall be brought only in a federal or state court located in the State of New York.

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be duly executed and delivered as of the date first above written.


Attest: COOK MANUFACTURING CORPORATION

By: _____
Name: Jitka Smith
Title: Assistant Secretary

By: _____
Name: Edward H. Benford
Title: Vice President

Attest: CAPITALSOURCE FINANCE LLC.

By: _____
Name:
Title:

By: 
Name: STEVEN A. MUSELES
Title: SENIOR VICE PRESIDENT

EXECUTION COPY

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public in and for the jurisdiction above mentioned do hereby certify that Edward Benford and Jitka Smith personally known to me to be the V.P. and Asst. Sec. of Cook Manufacturing Corporation, and each of them personally known to me to be the same persons whose names are subscribed to the foregoing Collateral Patent, Trademark, Copyright and License Assignment, appeared before me this day and acknowledged that they signed and delivered said assignment as such officers of said company and caused the seal of said company to be affixed thereto, pursuant to authority given by their Board of Directors of said company, as their free and voluntary act and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal as of the 14th day of February, 2001.



Betty Ann Thornsion
Notary Public

My Commission Expires: 11-3-01

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SCHEDULE A
PATENTS AND PATENT APPLICATIONS

<u>Country</u>	<u>Inventor</u>	<u>Application or Filing Date</u>	<u>Serial or Patent Number</u>	<u>Date Of Filing/Issue Date</u>	<u>Title</u>
USA	Gregory Cook	2/11/83	4,482,330	11/13/84	OUTBOARD MOTOR MOUNTING APPARATUS
USA	Gregory Cook	3/25/88	4,907,163	3/6/90	SYSTEM FOR CONTROLLING AN NC MACHINE FROM A PC TYPE COMPUTER
USA	Gregory Cook	5/15/91	5,181,835	1/26/93	HYDRAULIC PUMP
USA		1/8/03	10/339,065		

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SCHEDULE B

TRADEMARKS, SERVICE MARKS AND COPYRIGHTS

<u>MARK</u>	<u>GOODS</u>	<u>SERIAL NO./ FILING DATE</u>	<u>REG. NO./ REG. DATE</u>	<u>STATUS</u>
POWER-LIFT	Hydraulic lifting devices for outboard motors	74/317,316 9/24/92	1,808,821 12/7/93	U.S. Registration
TAPE TWIN	Computer hardware, computer programs, and computer program manual	73/676,286 8/3/87	1,485,141 4/19/88	U.S. Registration
TAPE TWIN and design	Computer hardware, and computer programs and computer program manuals for use in the field of numerical control of machine tools	73/817,220 8/7/89	1,606,217 7/17/90	U.S. Registration
CMC PUMPING UNITS and design	Oil well pumping units	73/295,245 2/2/81	1,241,806 6/14/83	U.S. Registration
CMC	Oil well pumping units and chain reducer assemblies	73/295,129 2/2/81	1,216,402 11/16/82	Oklahoma Registration
TAPE TWIN	Computer program manuals		28848 8/5/87	Oklahoma Registration

IP Security Agreement (Fiduciat) v1

TAPE	TWIN	Printed computer program manuals	28847 8/5/87	Oklahoma Registration
TAPE	TWIN	Computer software and computer hardware	28864 8/5/87	Oklahoma Registration
TAPE	TWIN	Computer software and computer hardware	28845 8/5/87	Oklahoma Registration
CMC and design		Cutlery, machinery, tools and parts thereof	27749 1/30/81	Oklahoma Registration
CMC		Cutlery, machinery, tools and parts thereof	27748 1/30/81	Oklahoma Registration

COPYRIGHT

Tape twin system

CLASS
Textual Work

REGISTRATION NO.
TX2739038

REG. DATE
11/27/89

STATUS
registered

EXECUTION COPY

SCHEDULE C
LICENSES

None.