

Form PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE
TRADEMARKS ONLY Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or copy thereof

1. Name of conveying party(ies):
 Cook Manufacturing Corporation
 3920 South 13th Street
 Duncan, OK 73533

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Oklahoma
 Other _____

2. Name and address of receiving party(ies):
 Churchill Capital Partners IV, L.P.
 333 South Seventh Street, Suite 2400
 Minneapolis, MN 55402

Individual(s) Association
 General Partnership Limited Partnership
 Corporation: State of Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
 Execution Date: October 3, 2003

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

4. Application number(s) or trademark number(s), and identification or description of the mark(s):

A. Trademark Application No(s). and description B. Trademark Registration No(s). and description

See Attached Annex

5. Name and address of party to whom correspondence concerning document should be mailed:
 Elizabeth DeMinico
 FAEGRE & BENSON LLP
 2200 Wells Fargo Center
 90 South Seventh Street
 Minneapolis, MN 55402-3901
 612/766-8321

6. Total number of applications and registrations involved: 05

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

Enclosed
 Authorized to be charged to deposit account for underpayment

8. Deposit Account number: 06-0029

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.

Elizabeth DeMinico *Elizabeth DeMinico* March 12, 2004
 Name of person signing Signature Date

Attorney Docket No. 58928-295610
 Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
 Director – U.S. Patent and Trademark Office, Box Assignments
 Washington, D.C. 20231

CH \$140.00 060029 1808821

ANNEX TO TRADEMARK RECORDATION FORM COVER SHEET**U.S. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
POWER-LIFT	1,808,821	12/7/1993
TAPE TWIN	1,485,141	4/19/1988
TAPE TWIN and design	1,606,217	7/17/1990
CMC PLUMBING UNITS and design	1,241,806	6/14/1993
CMC	1,216,402	11/16/1982

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
-------------	------------------------	-------------------------

M2:20609865.01

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of this 3rd day of October, 2003, by and between **CHURCHILL CAPITAL PARTNERS IV, L.P.**, a Delaware limited partnership ("Secured Party"), and **COOK MANUFACTURING CORPORATION**, an Oklahoma corporation ("Debtor").

WHEREAS, MARINE ACCESSORIES CORPORATION (the "Borrower") and Secured Party have entered into that certain Facility A Note Purchase Agreement, dated as of October 3, 2003 (the "Loan Agreement"), pursuant to which Borrower has agreed to sell to Secured Party, and Secured Party has agreed to purchase from Borrower, those certain Facility A Senior Subordinated Notes in the principal amount of \$7,000,000, all in accordance with and subject to the terms and conditions set forth in the Loan Agreement;

WHEREAS, as a condition to the agreement of Secured Party to perform its obligations pursuant to the Loan Agreement, Debtor is required to enter into that certain Security Agreement, dated as of October 3, 2003 (the "Security Agreement"), to grant Secured Party a security interest in the Collateral (as defined therein);

WHEREAS, as a further condition to the agreement of Secured Party to perform its obligations pursuant to the Loan Agreement and as is required by the Security Agreement, Debtor is required to enter into this Agreement;

WHEREAS, all terms not defined herein shall have the meanings ascribed to them in the Loan Agreement and the Security Agreement.

NOW, THEREFORE, as security for the Obligations, Debtor hereby grants to Secured Party a Security Interest in and lien upon, and pledges to Secured Party, all of its right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Mark, including, without limitation, each pending United States trademark application and United States trademark registration owned by Debtor, including, without limitation, those listed on Schedule A annexed hereto (together with any renewals thereof), and all of the goodwill of the business connected with the use of, and symbolized by, each of the foregoing.
- (2) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement or dilution of any registered United States trademarks owned by Debtor, including, without limitation, the registered trademarks listed on Schedule A annexed hereto and any registered United States trademarks issued with respect to the trademark applications listed on Schedule A, or (b) injury to the goodwill associated with any such registered United States trademarks.

This Security Interest is granted in conjunction with the Security Interests granted to Secured Party pursuant to the Security Agreement and is not intended to increase the rights of Secured Party or the obligations of Debtor beyond the rights and obligations contained in the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In accordance with the provisions of Section 4.10(c) of the Security Agreement, Debtor hereby authorizes Secured Party to modify this Agreement by noting any future acquired Marks on Schedule A; *provided, however*, that the failure of Secured Party to make any such notation shall not limit or affect the obligations of Debtor or rights of Secured Party hereunder.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

ATTEST:

COOK MANUFACTURING
CORPORATION

Edward H. Benson

By:

Its:

By: EDWARD H. BENSON
Its: VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) ss

On the 2ND day of October 2003, before me personally came EDWARD N., BENFORD who is personally known to me to be VICE PRESIDENT of COOK MANUFACTURING CORPORATION, a Delaware corporation; who, being duly sworn, did depose and say that he is VICE PRESIDENT in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.



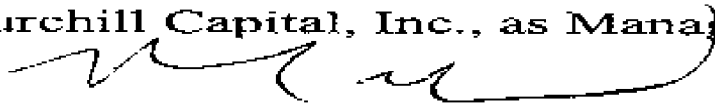
Brenda Tegert
Notary Public

(PLACE STAMP AND SEAL ABOVE)

CHURCHILL CAPITAL PARTNERS IV, L.P.,
a Delaware limited partnership

By: Churchill Capital IV, L.L.C., its General
Partner

By: Churchill Capital, Inc., as Managing Agent



By: Mark McDonald
Its: Partner

SCHEDULE A**U.S. TRADEMARK REGISTRATIONS**

<u>Mark</u>	<u>Registration No.</u>	<u>Issue Date</u>
POWER-LIFT	1,808,821	12/7/1993
TAPE TWIN	1,485,141	4/19/1988
TAPE TWIN and design	1,606,217	7/17/1990
CMC PLUMBING UNITS and design	1,241,806	6/14/1993
CMC	1,216,402	11/16/1982

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
-------------	------------------------	-------------------------

M1-1034695.03