

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement and Collateral Assignment		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MONSTER MARINE PRODUCTS, INC.		06/20/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITALSOURCE FINANCE LLC		
Street Address:	4445 Willard Avenue		
Internal Address:	12th Floor		
City:	Chevy Chase		
State/Country:	MARYLAND		
Postal Code:	20815		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3073028	TANTRUM!	
Registration Number:	3035469	TANTRUM!	
Registration Number:	3035511	TANTRUM AUDIO	
Registration Number:	3035541	TANTRUM! MARINE	
CORRESPONDENCE DATA			
Fax Number:	(617)856-8201		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-856-8145		
Email:	ip@brownrudnick.com		
Correspondent Name:	Mark S. Leonardo		
Address Line 1:	One Financial Center		
Address Line 2:	Brown Rudnick Berlack Israels LLP		
Address Line 4:	Boston, MASSACHUSETTS 02111		

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ATTORNEY DOCKET NUMBER:	23324/15
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	06/23/2006
Total Attachments: 6 source=TMSA23324#page1.tif source=TMSA23324#page2.tif source=TMSA23324#page3.tif source=TMSA23324#page4.tif source=TMSA23324#page5.tif source=TMSA23324#page6.tif	

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

TRADEMARK SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT, dated as of June 20, 2006 (this "Trademark Security Agreement"), by and between **MONSTER MARINE PRODUCTS, INC.**, a Delaware corporation ("Grantor") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative agent (the "Agent") for itself and certain other lenders.

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement dated as of June 20, 2006 by and among **MARINE ACCESSORIES CORPORATION**, an Arizona corporation ("MAC"), **GREAT LAKES BOAT TOP LLC**, a Delaware limited liability company ("GLBTop"), **GREAT LAKES BOAT TOWER CO.**, a Delaware corporation ("GLBTower"), **FENTRESS MARINE CORPORATION**, a Delaware corporation ("Fentress"), **THE BOATSWAIN'S LOCKER, INC.**, a Delaware corporation ("Boatswain's"), **XTREME MARINE CORPORATION**, a Delaware corporation ("Xtreme"), **COOK MANUFACTURING CORPORATION**, an Oklahoma corporation ("Cook Manufacturing") and Grantor (MAC, GLBTop, GLBTower, Fentress, Boatswain's, Xtreme, Cook Manufacturing and Grantor, each a "Borrower" and collectively, the "Borrowers"), **MARINE DEALER DIRECT, LLC**, a Delaware limited liability company ("MMD") and **DISTRIBUTION CAPITAL GROUP, LLC**, a Delaware limited liability company ("DCG") (MMD and DCG, each a "Guarantor" and collectively, the "Guarantors") (Borrowers and Guarantors, each a "Credit Party" and collectively, the "Credit Parties"), Agent and the lenders party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time the "Credit Agreement") and the Amended and Restated Security Agreement entered into pursuant thereto (the "Security Agreement"), the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties' Trademarks (defined below) and other Trademark Collateral (defined below), whether presently existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

WHEREAS, Grantor is the owner of the entire right, title and interest in, to and under Grantor's respective Trademarks listed on Schedule 1 hereto; and

NOW, THEREFORE, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Agent as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Trademark Security Agreement shall refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement, and section and paragraph references are to this Trademark Security Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. **Grant of Security Interest.** To secure the prompt and complete payment when due and satisfaction of the Obligations, Grantor hereby grants to Agent for the benefit of itself and the Lenders a security interest in all of Grantor's now existing or hereafter acquired or existing right, title and interest in and to all trade secrets, know-how and other proprietary information, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, trade styles, service marks, designs, logos, slogans, internet domain names, indicia and other source and/or business identifiers, prints and labels on which any of the foregoing have appeared or any time in the future appear (and all translations, adaptations, derivations and combinations of the foregoing), all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all proprietary rights in and to and research and development relating to the foregoing; all reissues, extensions or renewals of any of the foregoing; the entire goodwill of the Grantor's business connected with and symbolized by the foregoing or the use thereof; all designs and general intangibles of a like nature and all proprietary rights in and to the foregoing, including, without limitation, each registration and application identified on Schedule 1 attached hereto and made a part hereof (collectively, the "Trademarks"); the right to sue for past, present and future infringements and all rights corresponding thereto and the entire goodwill of Grantor's business connected with and symbolized by the Trademarks and all products and proceeds of any and all of the foregoing, including without limitation, all income, license fees, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (collectively and together with the Trademarks, the "Trademark Collateral").

3. **Security Agreement.** This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the security interest of the Agent and Lenders in the Trademarks and other Trademark Collateral with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to the Agent and Lenders under the Security Agreement. The Security Agreement (and the respective rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. **Collateral Assignment of Trademarks and Goodwill.** In addition to all other rights granted to the Agent and Lenders under the Credit Agreement, the Security Agreement and this Trademark Security Agreement, upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, effective upon written notice by Agent to the Credit Parties (including Grantor) referencing this Section 4 and the applicable Trademark Collateral (whether it be some or all of the Trademark Collateral), Grantor shall be deemed to have sold, assigned, transferred and set over to the Agent for the benefit of itself and the other Lenders, Grantor's entire right, title and interest in and to all of such Trademark Collateral including, without limitation, the applicable goodwill of Grantor's business connected with and symbolized by its Trademarks.

5. **Representations and Warranties.** Grantor represents and warrants that (except as otherwise disclosed in the Credit Agreement and/or the Security Agreement or to the extent the Trademarks are no longer deemed necessary or material to the conduct of the Business of the Credit Parties in the good faith business judgment of the Credit Parties in accordance with Section 5.11 of the Credit Agreement):

- (a) the Trademarks are valid and subsisting and in good standing:

- (b) each of the Trademarks identified on Schedule 1 hereto, is valid and has not been adjudicated unenforceable and, to the knowledge of Grantor, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (c) Grantor is the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any Liens, charges and encumbrances other than Permitted Liens, each of the Trademarks identified on Schedule 1 hereto and the other Trademark Collateral;
- (d) Grantor has good title to, free and clear of all clear of any liens, charges and encumbrances other than Permitted Liens, all Trademarks identified on Schedule 1 hereto and the other Trademark Collateral; and
- (e) Grantor has the legal right and authority to enter into this Trademark Security Agreement and perform its terms.

6. **Termination; Release of Trademark Collateral.** This Trademark Security Agreement and all obligations of the Grantor and the Agent hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full in cash and all commitments and other obligations of the Agent and Lenders to the Borrowers have terminated (except for contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) without delivery of any instrument or performance of any act by any party. Upon termination of this Trademark Security Agreement, the Agent shall, on behalf of itself and each Lender, at the expense of the Credit Parties, take such actions as reasonably may be necessary to release its and the Lenders' security interest in and the collateral assignment of the Trademarks and the other Trademark Collateral including, without limitation, executing such documents as may be reasonably necessary to evidence such release and record such release with the United States Patent and Trademark Office, in each case, at the Credit Parties' sole cost and expense.

7. **Acknowledgement.** The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest and collateral assignment in the Trademarks and other Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and 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 inconsistency between the terms of this Trademark Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.

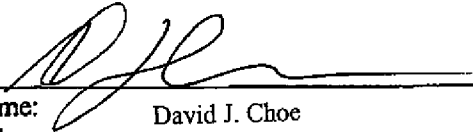
8. **Binding Effect; Benefits.** This Trademark Security Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and Lenders and their successors and assigns.

9. **GOVERNING LAW.** THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.

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IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

MONSTER MARINE PRODUCTS, INC., as Grantor

By: 
Name: David J. Choe
Title: Vice President

CAPITALSOURCE FINANCE LLC, as Agent


By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Trademark Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

MONSTER MARINE PRODUCTS, INC., as Grantor

By: _____
Name:
Title:

CAPITALSOURCE FINANCE LLC, as Agent

By:  _____
Name: John N. Toufanian
Title: Authorized Signatory

Schedule 1

Trademarks and Trademark Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filed</u>	<u>Issued</u>
TANTRUM !	78-511,207	3,073,028	11/4/2004	3/28/2006
TANTRUM!	78-511,372	3,035,469	11/4/2004	12/27/2005
TANTRUM! AUDIO	78-512,200	3,035,511	11/5/2004	12/27/2005
TANTRUM! MARINE	78-512,919	3,035,541	11/8/2004	12/27/2005

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