

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
MARINE ACCESSORIES CORPORATION		06/20/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CHURCHILL CAPITAL PARTNERS IV, L.P.
Street Address:	333 SOUTH SEVENTH STREET
Internal Address:	2400 METROPOLITAN CENTER
City:	MINNEAPOLIS
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78511207	TANTRUM!
Serial Number:	78511372	TANTRUM!
Serial Number:	78512200	TANTRUM AUDIO
Serial Number:	78512919	TANTRUM! MARINE

CORRESPONDENCE DATA

Fax Number: (612)766-1623
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 612-766-7000
 Email: trademarkmpls@faegre.com
 Correspondent Name: Faegre & Benson LLP
 Address Line 1: 90 South Seventh Street
 Address Line 2: 2200 Wells Fargo Center
 Address Line 4: Minneapolis, MINNESOTA 55402-3901

OP \$115.00 78511207

ATTORNEY DOCKET NUMBER:	58928-
NAME OF SUBMITTER:	Kerry R. Thompson - Paralegal
Signature:	/Kerry R. Thompson/
Date:	07/22/2006

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is entered into as of this 20th day of June, 2006, by and between **CHURCHILL CAPITAL PARTNERS IV, L.P.**, a Delaware limited partnership ("**Secured Party**"), and **MONSTER MARINE PRODUCTS, INC.**, a Delaware corporation ("**Debtor**").

WHEREAS, MARINE ACCESSORIES CORPORATION (the "**Borrower**") and the Secured Party have entered into that certain Facility A Note Purchase Agreement dated as of October 3, 2003, as amended prior to the date hereof (as so amended, the "**Facility A Note Purchase Agreement**"), pursuant to which the Borrower has issued to the Secured Party a Facility A Senior Subordinated Note dated October 3, 2003, as amended prior to and on the date hereof, in the original principal amount of \$7,000,000;

WHEREAS, as a condition to the effectiveness of that certain Consent and Amendment to the Facility A Note Purchase Agreement dated as of the date hereof (the Facility A Note Purchase Agreement, as amended by such Consent and Amendment and as the same may hereafter be further amended, supplemented, modified and/or restated, being herein called the "**Loan Agreement**") and as is required by the Facility A Note Purchase Agreement, Debtor is required to enter into that certain Security Agreement dated as of the date hereof (the "**Security Agreement**"), to grant Secured Party a security interest in the Collateral (as defined therein);

WHEREAS, as a further condition to the effectiveness of such Consent and Amendment 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(d) 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]

MI:1329622.05

IN WITNESS WHEREOF, each of the parties hereto have 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.

MONSTER MARINE PRODUCTS, INC., a
Delaware corporation

By: 
Name: David J. Choe _____
Its: Vice President _____

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: _____
Its: Partner

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

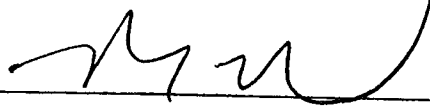
IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be duly executed and delivered in its name and on its behalf, all as of the day and year first above written.

MONSTER MARINE PRODUCTS, INC., a
Delaware corporation

By: _____
Name: _____
Its: _____

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:  _____
Its: Partner

[SIGNATURE PAGE TO THE TRADEMARK SECURITY AGREEMENT]

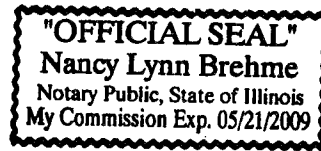
COUNTY OF COOK)
)
STATE OF ILLINOIS) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 20th day of June, 2006, personally appeared David J. Choe, known to me to be the Vice President of Monster Marine Products, Inc., a Delaware corporation, which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Nancy Lynn Brehme
Notary Public

COUNTY OF)
)
STATE OF) SS.



Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this ___ day of _____ 2006, personally appeared _____, known to me to be the Partner of Churchill Capital, Inc., the Managing Agent of Churchill Capital IV, L.L.C., the General Partner of Churchill Capital Partners IV, L.P., a Delaware limited partnership which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public
My commission expires:

COUNTY OF)
STATE OF) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this ___ day of _____ 2006, personally appeared _____, known to me to be the _____ of Monster Marine Products, Inc., a Delaware corporation, which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Notary Public

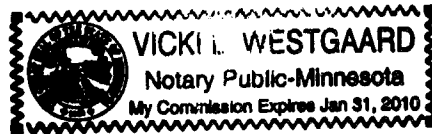
COUNTY OF)
STATE OF) SS.

Subscribed and sworn to before me, a Notary Public for the County and State aforesaid, this 19 day of June 2006, personally appeared Mark McDonald, known to me to be the Partner of Churchill Capital, Inc., the Managing Agent of Churchill Capital IV, L.L.C., the General Partner of Churchill Capital Partners IV, L.P., a Delaware limited partnership which executed the foregoing instrument, and he duly acknowledged and swore to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

Vicki L Westgaard
Notary Public
My commission expires: 1/31/10

MI:1329622.03



Schedule A

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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