

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Churchill Capital Partners IV, L.P.		03/27/2007	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Churchill Financial Cayman Ltd.		
Street Address:	PO Box 908 GT, Walker House, Mary Street		
Internal Address:	C/O Walkers SPV Limited		
City:	Grand Cayman		
State/Country:	CAYMAN ISLANDS		
Entity Type:	COMPANY: CAYMAN ISLANDS		
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:	(612)766-1623		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612/766-8892		
Email:	trademarkmpls@faegre.com		
Correspondent Name:	John L. Beard		
Address Line 1:	90 South Seventh Street		
Address Line 2:	2200 Wells Fargo Center		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	58928-318494		

OP \$115.00 3073028

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Sarah M. House
Signature:	/Sarah M. House/
Date:	04/11/2007

Total Attachments: 4

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

THIS ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this "Assignment") dated as of March 27, 2007 is made by and between Churchill Capital Partners IV, L.P., a Delaware limited partnership ("Assignor"), and Churchill Financial Cayman Ltd., a Cayman Islands exempted company ("Assignee").

RECITALS:

A. Assignor and Assignee have entered into a Master Purchase Agreement and an Assignment and Assumption Agreement each dated March 27, 2007 (as each may be amended from time to time, the "Master Purchase Agreement" and the "Assignment Agreement").

B. Pursuant to the Master Purchase Agreement, Assignor has agreed to sell, assign and transfer its respective rights and obligations under certain Notes to the Assignee.

C. Pursuant to the Assignment Agreement, Assignor has agreed to sell, assign and transfer its rights and obligations in that certain Trademark Security Agreement (the "Security Agreement") dated June 20, 2006 between Assignor and Monster Marine Products, Inc. to Assignee.

D. On July 22, 2006, the Security Agreement covering registered marks set forth on Exhibit A attached hereto was recorded in the United States Patent and Trademark Office at Reel No. 3353, Frame No. 0351.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee, without any representations or warranties, express or implied (except as expressly set forth in the Master Purchase Agreement and as reaffirmed in the Assignment Agreement), all of its rights and obligations under the Security Agreement and all remedies against past, present and future infringements and violations of the trademarks covered by the Security Agreement. Assignee hereby confirms acceptance of this assignment, sale and transfer.

[Signature Page To Follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.


CHURCHILL CAPITAL PARTNERS IV,
L.P.,

CHURCHILL FINANCIAL CAYMAN LTD.

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

By Churchill Financial LLC, its Agent

By Churchill Capital, Inc. as Managing Agent

By: 

By: _____

Its: EVN

Its: _____

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date and year first above written.

CHURCHILL CAPITAL PARTNERS IV,
L.P.,

CHURCHILL FINANCIAL CAYMAN
LTD.

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

By Churchill Financial LLC, its Agent

By Churchill Capital, Inc. as Managing
Agent

By: _____

By: *Kerefluv*

Its: _____

Its: *CEO*

EXHIBIT 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