

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	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**

<b>Name:</b>	Churchill Financial Cayman Ltd.
<b>Street Address:</b>	PO Box 908 GT, Walker House, Mary Street
<b>Internal Address:</b>	C/O Walkers SPV Limited
<b>City:</b>	Grand Cayman
<b>State/Country:</b>	CAYMAN ISLANDS
<b>Entity Type:</b>	COMPANY: CAYMAN ISLANDS

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	1808821	POWER-LIFT
Registration Number:	1485141	TAPE TWIN
Registration Number:	1606217	TAPE TWIN
Registration Number:	1241806	CMC PUMPING UNITS
Registration Number:	1216402	CMC

**CORRESPONDENCE DATA**

Fax Number: (612)766-1623  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 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

**OP \$140.00 1808821**

ATTORNEY DOCKET NUMBER:

58928-318494

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 October 3, 2003 between Assignor and Cook Manufacturing Corporation.

D. On March 12, 2004, the Security Agreement covering the United States trademarks set forth on Exhibit A attached hereto was recorded in the United States Patent and Trademark Office at Reel No. 2812, Frame No. 0515.

**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.,

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

By Churchill Capital, Inc. as Managing Agent

By: 

Its: EVF

CHURCHILL FINANCIAL CAYMAN LTD.

By Churchill Financial LLC, its Agent

By: \_\_\_\_\_

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: *Ker Plunk*

Its: \_\_\_\_\_

Its: *CEO*

## EXHIBIT 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