

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
MONSTER MARINE PRODUCTS, INC.		11/26/2013	CORPORATION: DELAWARE
XTREME MARINE CORPORATION		11/26/2013	CORPORATION: DELAWARE
GREAT LAKES BOAT TOP LLC		11/26/2013	LIMITED LIABILITY COMPANY: DELAWARE
MARINE ACCESSORIES CORPORATION		11/26/2013	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	MEDLEY CAPITAL CORPORATION, AS COLLATERAL AGENT
Street Address:	375 PARK AVENUE
Internal Address:	SUITE 3304
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10152
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	86122843	GREAT LAKES BOAT TOP CO.
Serial Number:	86122518	WESTLAND

CORRESPONDENCE DATA

Fax Number: 4122810717
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 412-454-5000
 Email: docketingpgh@pepperlaw.com
 Correspondent Name: Pepper Hamilton LLP

OP \$65.00 86122843

Address Line 1: 500 Grant Street
Address Line 2: Suite 5000
Address Line 4: Pittsburgh, PENNSYLVANIA 15219-2507

ATTORNEY DOCKET NUMBER:	138543.12
NAME OF SUBMITTER:	Anthony L. Pisano
Signature:	/Anthony L. Pisano Reg. No. 65098/
Date:	11/26/2013

Total Attachments: 8
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated November 26, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of Medley Capital Corporation (“Medley”), as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MARINE ACCESSORIES CORPORATION, an Arizona corporation, has entered into a Credit Agreement dated as of November 26, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with MEDLEY CAPITAL CORPORATION, as Administrative Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated November 26, 2013 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1 Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”):

(i) all patents, patent applications, utility models and statutory invention registrations, all inventions claimed or disclosed therein and all improvements thereto, including, without limitation, those set forth in Schedule A hereto (the “Patents”);

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-

use trademark applications under applicable federal law), together, in each case, with the goodwill symbolized thereby, including, without limitation, those set forth in Schedule B hereto (the "Trademarks");

(iii) all copyrights, including, without limitation, copyrights in Computer Software (as hereinafter defined), internet web sites and the content thereof, whether registered or unregistered, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

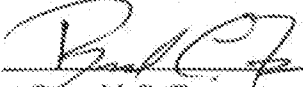
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth

in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. GOVERNING LAW. THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

MONSTER MARINE PRODUCTS, INC.

By: 
Name: Ronald C. Fox
Title: Chief Financial Officer

Address for Notices:

1704 Henry G. Lane St.,
Maryville TN 37801

XTREME MARINE CORPORATION

By: 
Name: Ronald C. Fox
Title: Chief Financial Officer

Address for Notices:

1704 Henry G. Lane St.,
Maryville TN 37801

GREAT LAKES BOAT TOP LLC

By: 
Name: Ronald C. Fox
Title: Chief Financial Officer

Address for Notices:

15 Quality Circle
Vonore, TN 37885

MARINE ACCESSORIES CORPORATION

By 
Name: Ronald C. Fox
Title: Chief Financial Officer

Address for Notices:

204 Simmons St.,
Maryville TN 37801

{Signature page to Intellectual Property Security Agreement}

TRADEMARK
REEL: 005162 FRAME: 0355

SCHEDULE A
PATENTS

Registered Owner	Title	Application No. Filing Date	Patent No. Issue date
Monster Marine Products, Inc.	Watersport Towers	10/787,336 2/26/2004	6,865,999 3/15/2005
Monster Marine Products, Inc.	Watersport Tower	29/200,307 2/26/2004	D519910 5/2/2006
Xtreme Marine Corporation	Wakeboard Tower With Bimini Cover and Ski Tow Point	13/228,033 9/8/2011	8,495,967 7/30/2013
Xtreme Marine Corporation	Wakeboard Tower With Sun Cover and Ski Tow Point	13/310,981 12/5/2011	8,522,709 9/3/2013
Xtreme Marine Corporation	Folding Wakeboard Tower With Cover	13/963,603 8/9/2013	
Xtreme Marine Corporation	Wakeboard Tower (Provisional Appl.)	██████████ ██████████	
Xtreme Marine Corporation	Folding Cargo Bimini Top (Provisional Appl.)	██████████ ██████████	
Xtreme Marine Corporation	Folding Arch With Lock And Lift Assist (Provisional Appl.)	██████████ ██████████	
Xtreme Marine Corporation	Folding Bimini (Provisional Appl.)	██████████ ██████████	

SCHEDULE B
TRADEMARKS

Owner	Title	Application No. Filing Date	Trademark No. Issue date
Great Lakes Boat Top LLC	GREAT LAKES BOAT TOP CO.	86/122,843 11/19/2013	
Marine Accessories Corporation	WESTLAND	86/122,518 11/19/2013	

SCHEDULE C
COPYRIGHTS

None