# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417574

| | |
|---|---|
| **SUBMISSION TYPE:** | NEW ASSIGNMENT |
| **NATURE OF CONVEYANCE:** | SECURITY INTEREST |

**CONVEYING PARTY DATA**

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Highland Lakes Acquisition, LLC | | 01/31/2017 | Limited Liability Company: DELAWARE |
| Marine Accessories Corporation | | 01/31/2017 | Corporation: ARIZONA |
| Great Lakes Boat Top LLC | | 01/31/2017 | Limited Liability Company: DELAWARE |
| Monster Marine Products, Inc. | | 01/31/2017 | Corporation: DELAWARE |
| Xtreme Marine Corporation | | 01/31/2017 | Corporation: DELAWARE |
| Marine Accessories Europe Holdco, LLC | | 01/31/2017 | Limited Liability Company: DELAWARE |
| Marine Accessories Europe B.V. | | 01/31/2017 | Besloten Vennootschap Met Beperkte Aansprakelijkheid (Bvba): NETHERLANDS |

**RECEIVING PARTY DATA**

| | |
|---|---|
| **Name:** | Texas Capital Bank, National Association |
| **Street Address:** | 98 San Jacinto Blvd. |
| **Internal Address:** | Suite 200 |
| **City:** | Austin |
| **State/Country:** | TEXAS |
| **Postal Code:** | 78701 |
| **Entity Type:** | National Banking Association: UNITED STATES |

OP $40.00 3333435

**PROPERTY NUMBERS Total: 1**

| Property Type | Number | Word Mark |
|---|---|---|
| **Registration Number:** | 3333435 | FISHMASTER MARINE TOWERS AND ACCESSORIES |

**CORRESPONDENCE DATA**

**Fax Number:** 5124578008

***Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.***

**Phone:** 5124578000
**Email:** cheusmann@dbcllp.com
**Correspondent Name:** Coti Heusmann
**Address Line 1:** 303 Colorado

| | |
|---|---|
| **Address Line 2:** | Suite 2300 |
| **Address Line 4:** | Austin, TEXAS 78701 |

| | |
|---|---|
| **NAME OF SUBMITTER:** | Coti Heusmann |
| **SIGNATURE:** | /Coti Heusmann/ |
| **DATE SIGNED:** | 02/27/2017 |

**Total Attachments: 20**
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# SECOND AMENDMENT TO SECURITY AGREEMENT

This **SECOND AMENDMENT TO SECURITY AGREEMENT** (this "Amendment") is made and entered into as of January 31, 2017 (the "Effective Date"), by and among TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association ("Lender"), HIGHLAND LAKES ACQUISITION, LLC, a Delaware limited liability company ("HLA"), and MARINE ACCESSORIES CORPORATION, an Arizona corporation, successor by merger to Marine Accessories Corp., Inc., a Delaware corporation ("MAC AZ", and collectively with HLA, "Borrower"), GREAT LAKES BOAT TOP LLC, a Delaware limited liability company ("Great Lakes"), MONSTER MARINE PRODUCTS, INC., a Delaware corporation ("Monster"), and XTREME MARINE CORPORATION, a Delaware corporation ("Xtreme", and collectively with Great Lakes and Monster, the "Initial Subsidiaries"), MARINE ACCESSORIES EUROPE HOLDCO, LLC, a Delaware limited liability company, ("MAE Holdco"), and MARINE ACCESSORIES EUROPE B.V., a private limited liability company *(besloten vennootschap met beperkte aansprakelijkheid)*, incorporated under the laws of the Netherlands, with its corporate seat in Warmond, the Netherlands ("MAE BV", and collectively with MAE Holdco, the "MAE Subsidiaries", and collectively with the Initial Subsidiaries, the "Existing Subsidiaries", and Existing Subsidiaries collectively with Borrower, "Grantors").

## RECITALS:

A. Borrower, Lender, and Initial Subsidiaries, among other parties, entered into that certain Credit Agreement dated as of July 31, 2015, as amended by, among other things, the Fifth Amendment to Credit Agreement dated effective as of even date herewith (as it has been and may be further be amended, modified, renewed, restated, extended, supplemented, replaced, consolidated, substituted, or otherwise changed from time to time, the "Credit Agreement");

B. To further evidence and secure the indebtedness of Borrower to Lender under the Credit Agreement, Borrower and the Initial Subsidiaries, as debtors, and Lender, as secured party, entered into that Security Agreement dated as of July 31, 2015, and joined into by the MAE Subsidiaries by First Amendment and Joinder to Security Agreement dated as of May 6, 2016 (as modified and amended hereby, and as it may be further amended, modified, renewed, restated, extended, supplemented, replaced, consolidated, substituted, or otherwise changed from time to time, the "Security Agreement");

C. Lender and Grantors have further agreed to make certain modifications to the Security Agreement as hereinafter provided.

Terms not otherwise defined herein shall have the same meaning as set forth in the Credit Agreement.

## AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Grantors and Lender are entering into this



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Amendment, and Grantors and Lender, as applicable, hereby covenant, agree and warrant as follows:

1. Amendments to Security Agreement. As of the Effective Date, Schedules 3.5, 3.6, 3.10 and 3.17 to the Security Agreement are hereby replaced by Schedules 3.5, 3.6, 3.10 and 3.17 to this Amendment. Each Grantor hereby confirms that the representations and warranties set forth in the Security Agreement applicable to it (or made applicable to it hereby) and its respective Collateral and the representations and warranties set forth in the Credit Agreement applicable to it are true and correct in all material respects after giving effect to such amendment to the Schedules. Each Grantor hereby (i) agrees to execute and deliver to Secured Party such additional documents that Secured Party may require to further create, evidence and perfect such security interests, including, without limitation, such security agreements, pledge agreements, mortgages, deeds of trust, acknowledgments of pledge and assignments of interest, or other collateral security agreements required by Secured Party from time to time that purport to create a Lien in favor of any of the Secured Parties to secure payment and performance of the Secured Obligations or any portion thereof and (ii) authorizes Secured Party to file such UCC financing statements and other documents or instruments satisfactory to Secured Party to protect Secured Party's security interests under the Security Agreement as Secured Party determines are necessary or desirable in connection with the perfection of its security interests in the Collateral.

2. Governing Law. THE TERMS AND PROVISIONS HEREOF SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

3. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

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EXECUTED to be effective as of the Effective Date.

GRANTORS:

HIGHLAND LAKES ACQUISITION, LLC, a Delaware limited liability company

By: _____
Name: Eric Weiner
Title: Vice President

MARINE ACCESSORIES CORPORATION, an Arizona corporation

By: _____
Name: Richard N. Reyenger
Title: President

GREAT LAKES BOAT TOP LLC, a Delaware limited liability company

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

MONSTER MARINE PRODUCTS, INC., a Delaware corporation

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

XTREME MARINE CORPORATION, a Delaware corporation

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

MARINE ACCESSORIES EUROPE HOLDCO, LLC, a Delaware limited liability company

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

MARINE ACCESSORIES EUROPE B.V., a private limited liability company *(besloten vennootschap met beperkte aansprakelijkheid)*

By: _____
Name: Richard N. Reyenger
Title: Managing Director



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EXECUTED to be effective as of the Effective Date.

GRANTORS:

HIGHLAND LAKES ACQUISITION, LLC, a Delaware limited liability company

By: _____
Name: Eric Weiner
Title: Vice President

MARINE ACCESSORIES CORPORATION, an Arizona corporation

By: _____
Name: Richard N. Reyenger
Title: President

GREAT LAKES BOAT TOP LLC, a Delaware limited liability company

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

MONSTER MARINE PRODUCTS, INC., a Delaware corporation

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

XTREME MARINE CORPORATION, a Delaware corporation

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

MARINE ACCESSORIES EUROPE HOLDCO, LLC, a Delaware limited liability company

By: _____
Name: Richard N. Reyenger
Title: Chief Executive Officer

MARINE ACCESSORIES EUROPE B.V., a private limited liability company *(besloten vennootschap met beperkte aansprakelijkheid)*

By: _____
Name: Richard N. Reyenger
Title: Managing Director



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**LENDER:**

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Chris Calvert, Executive Vice President



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## SCHEDULE 3.5

## GRANTOR INFORMATION

1. Full Legal Name, Type of Organization, Jurisdiction of Organization, Chief Executive Office/Place of Business and Organizational Identification Number of each Grantor:

| Full Legal Name | Type of Organization | Jurisdiction of Organization | Chief Executive Office / Place of Business (or Residence if Grantor is a Natural Person) | Organization I.D.# |
|---|---|---|---|---|
| Highland Lakes Acquisition, LLC | limited liability company | Delaware | Blue Sage Capital II, LP<br>114 West 7th Street<br>#820<br>Austin, TX 78701 | 5769608 |
| Marine Accessories Corporation | corporation | Arizona | 5714 Hwy 411<br>Maryville, TN 37801 | 0111451-5 |
| Great Lakes Boat Top LLC | limited liability company | Delaware | 15 Quality Cir.<br>Vonore, TN 37885 | 3969084 |
| Monster Marine Products, Inc. | corporation | Delaware | 5714 Hwy 411<br>Maryville, TN 37801 | 4159361 |
| Xtreme Marine Corporation | corporation | Delaware | 1752 Henry G. Lane St.<br>Maryville, TN 37801 | 3311754 |
| Marine Accessories Europe Holdco, LLC | limited liability company | Delaware | 5714 Hwy 411<br>Maryville, TN 37801 | 6007271 |
| Marine Accessories Europe B.V. | company with limited liability | Netherlands | 2361 KX) Warmond<br>Veerpolder 5 f<br>The Netherlands | 65926404 |

2. Other Names (including any Trade-Name or Fictitious Business Name) under which each Grantor has conducted business for the past five (5) years:

| Full Legal Name | Trade Name or Fictitious Business Name |
|---|---|
| Machine Accessories Corporation | Westland Industries |



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|---|---|
| Monster Marine Products, Inc. | Monster Towers<br>BL Marine, Inc.<br>The Boatswain's Locker, Inc.<br>CK Manufacturing, Inc.<br>Cook Manufacturing, Inc.<br>Distribution Capital Group, LLC<br>Fentress Marine Corporation,<br>Marine Dealer Direct, LLC<br>Turbo Swing (U.S.)<br>FishMaster |
| Xtreme Marine Corporation | Xtreme<br>Xtreme Towers<br>Xtreme Tower Products<br>XTP |

3. Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years:

| Full Legal Name | Changes in Name, Jurisdiction of Organization, Chief Executive Office or Sole Place of Business (or Principal Residence if Grantor is a Natural Person) and Corporate Structure within past five (5) years |
|---|---|
| Monster Marine Products, Inc. | On November 26, 2013, BL Marine, Inc. (f/k/a The Boatswain's Locker, Inc.), CK Manufacturing, Inc. (f/k/a Cook Manufacturing, Inc.), Distribution Capital Group, LLC, Fentress Marine Corporation, Marine Dealer Direct, LLC, and Monster Marine Products, Inc. merged with and into Great Lakes Boat Tower Co., which immediately amended its name to Monster Marine Products, Inc. |
| Marine Accessories Corp., Inc. | On September 30, 2015, Marine Accessories Corp., Inc. (DE) merged with and into its wholly owned subsidiary, Marine Accessories Corporation (AZ) with Marine Accessories Corporation (AZ) being the surviving entity. |

4. Financing Statements:

| Name of Grantor | Filing Jurisdiction(s) |
|---|---|
| Highland Lakes Acquisition, LLC | Delaware |
| Marine Accessories Corp., Inc. | Delaware |
| Marine Accessories Corporation | Arizona |
| Great Lakes Boat Top LLC | Delaware |
| Monster Marine Products, Inc. | Delaware |
| Xtreme Marine Corporation | Delaware |
| Marine Accessories Europe Holdco, LLC | Delaware |



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**SCHEDULE 3.6**
**TO SECURITY AGREEMENT**

**PROPERTY LOCATIONS**

1. Locations owned by Grantor

| Name of Grantor | Location of Equipment, Inventory, and Fixtures |
|---|---|
| None. | None. |

2. Locations leased by Grantor as lessee

| Name of Grantor | Location of Equipment, Inventory, and Fixtures |
|---|---|
| Marine Accessories Corporation (Westland Industries) | 222 S. Vermillion Road<br>Brownsville, TX 78521 |
| Great Lakes Boat Top LLC | 15 Quality Circle<br>Vonore, TN 37885 |
| Great Lakes Boat Top LLC | 760 Greensboro Road<br>Cocoa, FL 32926 |
| Xtreme Marine Corporation | 1752 Henry G. Lane Street<br>Maryville, TN 37801 |
| Xtreme Marine Corporation | 120 McCammon, A&B<br>Maryville, TN 37804 |
| Xtreme Marine Corporation | 5714 Highway 411<br>Maryville, TN 37801 |
| Marine Accessories Europe B.V. | 2361 KX Warmond<br>Veerpolder 5 f<br>The Netherlands |
| Monster Marine Products, Inc. | 5025 Wallace Drive<br>Cumming, GA 30041 |

3. Locations at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment

| Name of Grantor | Location of Equipment, Inventory, and Fixtures | Description |
|---|---|---|
| Marine Accessories Corporation | Ave. Del Obrero #3, Parque Industrial de Norte, Matamoros, Mexico | Shared warehouse for boarding and freight logistics |
| Marine Accessories Europe B.V. | FuJi Logistics Europe B.V.<br>Warmonderweg 12<br>2171 AH Sassenheim<br>The Netherlands | Shared warehouse for boarding and freight logistics |



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**SCHEDULE 3.10**
**TO SECURITY AGREEMENT**

**COLLATERAL**

1. **Investment Related Property**:

Pledged Stock

| Grantor | Stock Issuer | Class of Stock | Certificated (Y/N) | Stock Certificate No. | Par Value | No. of Pledged Stock | % of Outstanding Stock of the Stock Issuer |
|---|---|---|---|---|---|---|---|
| Highland Lakes Acquisition, LLC | Marine Accessories Corporation | Common Stock | Y | 002 | $0.01 | 1,000 | 100% |
| Great Lakes Boat Top LLC | Monster Marine Products, Inc. | Common Stock | Y | 3 | $0.01 | 100 | 100% |
| Great Lakes Boat Top LLC | Xtreme Marine Corporation | Common Stock | Y | 002 | $0.01 | 1,000 | 100% |
| Marine Accessories Europe Holdco, LLC | Marine Accessories Europe B.V. | Ordinary shares | N | - | €0.01 | 100 | 100% but only pledging 66% of the voting power |

Pledged Membership Interests (Limited Liability Companies)

| Grantor | Limited Liability Company | Certificated (Y/N) | Certificate No. (if any) | No. of Pledged Units | % of Outstanding LLC Interests of the Limited Liability Company |
|---|---|---|---|---|---|
| Marine Accessories Corporation | Great Lakes Boat Top LLC | Y | 1 | 1,000 | 100% |
| Highland Lakes Holdings, LLC | Highland Lakes Acquisition, LLC | N | - | 100 | 100% |
| Marine Accessories Corporation | Marine Accessories Europe Holdco, LLC | N | - | 100 | 100% |



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Pledged Partnership Interests (Partnerships)

| Grantor | Partnership | Type of Partnership Interests (e.g., general or limited) | Certificated (Y/N) | Certificate No. (if any) | % of Outstanding Partnership Interests of the Partnership |
|---|---|---|---|---|---|
| N/A | | | | | |

Securities Accounts

| Grantor | Share of Securities Intermediary | Account Number | Account Name |
|---|---|---|---|
| N/A | | | |

Commodity Accounts

| Grantor | Name of Commodities Intermediary | Account Number | Account Name |
|---|---|---|---|
| N/A | | | |

2. **Deposit Accounts**:

| Grantor | Name of Depository Bank | Account Number | Account Name |
|---|---|---|---|
| Great Lakes | SunTrust | 1000149874033 | Petty Cash Account |
| Marine Accessories Corporation | Texas Capital Bank | 4111005320 | Master Account |
| Marine Accessories Corporation | Texas Capital Bank | 4111005270 | Disbursement Account |
| Great Lakes | Texas Capital Bank | 4111005213 | Depository Account |
| Great Lakes | Texas Capital Bank | 4111005221 | Disbursement Account |
| Xtreme | Texas Capital Bank | 4111005254 | Depository Account |
| Xtreme | Texas Capital Bank | 4111005262 | Disbursement Account |
| Monster | Texas Capital Bank | 4111005239 | Depository Account |
| Monster | Texas Capital Bank | 4111005247 | Disbursement Account |
| Marine Accessories Corporation d/b/a Westland | Texas Capital Bank | 4111005288 | Depository Account |
| Marine Accessories Corporation d/b/a Westland | Texas Capital Bank | 4111005296 | Disbursement Account |
| Highland Lakes Acquisition, LLC | Texas Capital Bank | 4111005387 | N/A |
| Highland Lakes Holdings, LLC | Texas Capital Bank | 4111005379 | N/A |
| Marine Accessories Europe B.V. | ING Bank | NL53INGB0007261553 | Marine Accessories Europe |



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3. **Collateral Notes**:

| Grantor | Issuer | Original Principal Amount | Outstanding Principal Balance | Issue Date | Maturity Date |
|---|---|---|---|---|---|
| N/A | | | | | |

4. **Collateral Note Security**:

| Name of Grantor | Collateral Notes Secured | Description of Collateral Note Security |
|---|---|---|
| N/A | | |

5. **Commercial Tort Claims**:

| Name of Grantor | Commercial Tort Claims |
|---|---|
| N/A | |

6. **Material Agreements**:

| Name of Grantor | Material Agreements |
|---|---|
| Highland Lakes Acquisition, LLC | Purchase Agreement |
| Highland Lakes Acquisition, LLC | Escrow Agreement |
| Highland Lakes Acquisition, LLC; Marine Accessories Corp., Inc. | Loan Agreement by and among HLA, the Company, and Approved Subordinate Lender dated on or about the date hereof (the "Tenth Street Loan Agreement"). |
| Highland Lakes Acquisition, LLC; Marine Accessories Corp., Inc.; Great Lakes; Xtreme; MAC; Monster; Marine Accessories Europe Holdco, LLC; Marine Accessories Europe B.V. | The Approved Subordinate Loan Documents entered into among Borrower and Approved Subordinate Lender in connection with the Tenth Street Loan Agreement, as amended. |
| Marine Accessories Europe B.V | Turboswing Purchase Agreement |
| Monster Marine Products, Inc. | Fishmaster Asset Purchase Agreement by and between Fishmaster, Inc., William J. Bierbower, Jr. and Monster Marine Products, Inc. |

7. **Letters of Credit**:

| Name of Grantor | Description of Letters of Credit |
|---|---|
| N/A | |



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**SCHEDULE 3.17**
**TO SECURITY AGREEMENT**

**INTELLECTUAL PROPERTY**

**PATENTS AND PATENT LICENSES**

1. **Patents**

| Country | Patent No. | Issue Date | Owner | Title |
|---|---|---|---|---|
| USA | 6,865,999 | 3/15/2005 | Monster | Watersport Towers |
| USA | D519910 | 5/2/2006 | Monster | Watersport Tower |
| USA | 8,495,967 | 7/30/2013 | Xtreme | Wakeboard Tower With Bimini Cover and Ski Tow Point |
| USA | 8,522,709 | 9/3/2013 | Xtreme | Wakeboard Tower With Sun Cover and Ski Tow Point |
| USA | 8,973,515 | 3/10/2015 | Xtreme | Wakeboard Tower System |
| USA | D451371 | 12/4/2001 | Great Lakes | Jaw Slide (Design Patent) |
| USA | D451364 | 12/4/2001 | Great Lakes | Deck Hinge (Design Patent) |
| USA | 9,027,500 | 5/12/2015 | Xtreme | Folding Bimini |
| USA | 9,061,748 | 6/23/2015 | Xtreme | Folding Leg and Latch Structure for Wakeboard Tower |
| USA | 9,114,854 | 08/25/2015 | Xtreme | Folding Wakeboard Tower With Cover |
| USA | 9,302,742 | 4/5/2016 | Xtreme | Wakeboard Tower |
| USA | 9,139,589 | 9/22/2015 | Xtreme | Folding Cargo Bimini Top |
| USA | 9,114,855 | 8/25/2015 | Xtreme | Folding Arch With Lock And Lift Assist |
| USA | 7,798,087 | 09/21/2010 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Attachment of waterski tow bracket to towing vessel |
| USA | 9,434,451 | 09/06/2016 | Xtreme | Folding Watersports Tower |
| USA | 7,418,918 | 09/02/2008 | Monster Marine Products, Inc. | Foldable Boat Cover |
| Europe | EP1993904B1 | 11/26/2008 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Attachment of waterski tow bracket to towing vessel |
| Germany | 10 2005 002 087 B4 | 07/27/2006 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Befestigungsvorrichtung zum Befestigen einer Zugleine |



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|---|---|---|---|---|
| Germany | 602007021888.8 | 07/27/2006 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Schwenkbarer Bügel |
| Spain | 2 385 361 | 11/26/2007 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Schwenkbarer Bügel |
| France | EP1993904 | 04/11/2012 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Schwenkbarer Bügel |
| Great Britain | EP1993904 | 04/11/2012 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Schwenkbarer Bügel |
| Italy | 70488BE/2012 | 04/11/2012 | Marine Accessories Europe B.V. (f/k/a TurboSwing B.V.) | Schwenkbarer Bügel |
| | | | | |

**Pending Patent Applications**

| Country | Serial No. | Filing Date | Owner | Title |
|---|---|---|---|---|
| N/A | | | | |

**Patent Applications in Preparation**

| Country | Docket No. | Expected Filing Date | Inventor(s) | Title |
|---|---|---|---|---|
| N/A | | | | |

## 2. Patent Licenses

| Country or Territory | Licensor | Licensee | Effective Date | Expiration Date | Subject Matter |
|---|---|---|---|---|---|
| USA | Correct Craft IP Holdings, LLC | MAC | 5/7/2003 | 3/9/2018 | Non-exclusive license for Patents RE 37,823; 6,192,819; 6,374,762; Des. 409,972 and other pending utility applications directed to wakeboard towers and related methods |



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|---|---|---|---|---|---|
| USA | Correct Craft, Inc. | Monster | 3/1/2003 | 3/9/2018 | Non-exclusive license for Patents RE 37,823; 6,192,819; 6,374,762 and other pending utility applications directed to wakeboard towers and related methods |
| USA | Cobe Milk, Inc. | Great Lakes | 9/21/2012 | Life of patent | Exclusive license under Boat Cover Suspension Device Patent |
| USA | Jesewitz Sports Group, Inc. | Xtreme | 3/30/2012 | Licensed patent: until last licensed patent expires. Licensed Mark: until the longer of last licensed patent expires or XTP ceases use of mark for three year period. | Exclusive license to certain patents and trademarks regarding design of cargo racks and wakeboard towers |
| USA | Robert Metcalf | Xtreme | 9/17/2009 | Until terminated | Exclusive license under certain patents relating to design, manufacture, sale and distribution of certain marine OEM products (unless Metcalf's employment is terminated, in which case non-exclusive license granted). |
| USA | Great Lakes | Taco Metals, Inc. | 4/30/2002 | Continues for term of the later patent. | Exclusive license to manufacture products for sale to Great Lakes, and right to sublicense. |



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|---|---|---|---|---|---|
| USA | MasterCraft Boat Company, Inc. | Xtreme | 10/28/2004 | Until expiration or lapsing of both of the patents. | Non-exclusive license to make, use and sell apparatus covered by U.S. Patent Nos. D455,853 and 6,539,886. |

## TRADEMARKS AND TRADEMARK LICENSES

### 1. Trademarks

| **Registered Trademarks** | | | |
|---|---|---|---|
| **Country** | **Trademark** | **Registration No.** | **Registration Date** |
| USA | XTREME TOWER PRODUCTS (block letter) | 3,348,246 | 12/4/2007 |
| USA | XTP & Design | 3,356,165 | 12/18/2007 |
| USA | SHARKSKIN (block letter) | 3,352,091 | 12/11/2007 |
| USA | WESTLAND (block letter) | 4,571,422 | 7/22/2014 |
| USA | TURBOSWING (standard character mark) | 4,075,904 | 12/27/2011 |
| USA | GREAT LAKES BOAT TOP CO. (block letter) | 5,043,502 | 09/20/2016 |
| USA | FISHMASTER MARINE TOWERS AND ACCESSORIES (Design plus words, letters, and/or numbers) | 3,333,435 | 11/13/2007 |
| BEN | TURBOSWING | 0891090 | 10/02/2011 |
| BEN | | 0891097 | 10/02/2011 |
| BEN | | 0877353 | 02/03/2010 |
| WO | TURBOSWING | 1083273 | 11/05/2011 |
| **Pending Trademark Applications** | | | |
| **Country** | **Trademark** | **Serial No.** | **Filing Date** |
| N/A | | | |
| **Trademark Applications in Preparation** | | | |

| Country | Trademark | Docket No. | Expected Filing Date | Products/ Services |
|---|---|---|---|---|
| N/A | | | | |

## 2. Trademark Licenses

| Country or Territory | Trademark | Licensor | Licensee | Effective Date | Expiration Date |
|---|---|---|---|---|---|
| USA | Cobe Milk Inc. | Great Lakes | 1/22/2014 | Until termination of Cobe patent license. | license to use Cobe marks |
| USA | Jesewitz Sports Group, Inc. | Xtreme | 3/30/2012 | Licensed patent: until last licensed patent expires. Licensed Mark: until the longer of last licensed patent expires or XTP ceases use of mark for three year period. | exclusive license to certain patents and trademarks regarding design of cargo racks and wakeboard towers |
| USA | Monster, Inc. | Monster | 7/29/2006 | 7/29/2016 with two automatic ten year renewal terms | non-exclusive license to use certain marks in manufacture and sale of products. |

## 3. Internet Domain Names

BESTBIMINITOPBUY.COM

BESTCOVERBUY.COM

BESTCOVERBUYS.COM

BESTTOPBUY.COM

BOATCOVERSANDBIMINITOPS.COM

BOATCOVERSANDTOPS.COM

BUYWESTLANDCOVERS.COM

CANVASSOLUTIONS.COM

COVERSANDTOPS.COM

EXTREMETOWER.COM

EXTREMETOWERS.COM



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FACTORYDIRECTCANVAS.COM

GLBTTEST.COM

GREATLAKESBOATTOP.COM

GREATLAKESBOATTOPS.COM

GREATLAKESCANVAS.COM

MARINE-ACCESSORIES.COM

MARINEOVERSTOCKS.COM

MAREBOATCOVERS.COM

TURBOSWINGUS.COM

WESTLANDCOVERS.COM

WESTLANDTOPS.COM

XTPTOWER.COM

XTPTOWERS.COM

XTPWAKE.COM

XTREMETOWER.COM

XTREMETOWERPRODUCTS.COM

XTREMETOWERS.COM

MOBSTERTOWER.COM

MONSTERTOP.COM

MONSTERTOWER.COM

MONSTERTOWER.NET

MONSTERTOWERPICS.COM

MONSTERTOWERS.COM

MONSTERTOWERSUCK.COM

MONSTERTOWERSUCKS.COM

MONSTERWAKEBOARDTOWER.COM

MONSTERWAKEBOARDTOWERS.COM

MONSTERWATERSPORTS.COM



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MONTERTOWER.COM

MONTERTOWERS.COM

MOSNTERTOWER.COM

MOSNTERTOWERS.COM

MOSTERTOWER.COM

MOSTERTOWERS.COM

TURBOSWING.NL

TURBOSWING.COM

TOWRESCUE.COM

MARINEACCESSORIES.NL

EZPULLEY.COM

MARINE-ACCESSORIES.EU

MARINE-ACCESSORIES.NL

MARINEACCESSORIES.EU

MONSTER-TOWER.CO.UK

MONSTER-TOWER.EU

MONSTER-TOWER.INFO

MONSTERTOWER.FR

MONSTERTOWER.INFO

TOWCONTROL.COM

TURBOSWING.EU

TURBOSWING.IT

TURBOSWING.FR

TURBOSWING.CN

TURBOSWING.ES

TURBOSWING.CO.UK

TURBOWSWING.COM

FISHMASTER.COM



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4. **Trade Names**

| Assumed/Trade Name | Company | Jurisdiction |
|---|---|---|
| Xtreme Tower Products | XTP | Tennessee |
| XTP | XTP | Tennessee |
| Xtreme | XTP | Tennessee |
| Xtreme Towers | XTP | Tennessee |
| Monster Towers | Monster | Tennessee |
| Westland Industries | MAC | Tennessee |
| TurboSwing (U.S.) | Monster | Tennessee |
| FishMaster | Monster | Tennessee, Georgia |
| Fishmaster | Monster | Tennessee, Georgia |

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| **Country** | **Docket No.** | **Expected Filing Date** | **Author(s)** | **Title** |
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