

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT								
<b>NATURE OF CONVEYANCE:</b>	Patent Security Agreement and Collateral Assignment								
<b>CONVEYING PARTY DATA</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:70%;">Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>MARINE ACCESSORIES CORPORATION</td> <td>06/20/2006</td> </tr> <tr> <td>MONSTER MARINE PRODUCTS, INC.</td> <td>06/20/2006</td> </tr> </tbody> </table>		Name	Execution Date	MARINE ACCESSORIES CORPORATION	06/20/2006	MONSTER MARINE PRODUCTS, INC.	06/20/2006		
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MONSTER MARINE PRODUCTS, INC.	06/20/2006								
<b>RECEIVING PARTY DATA</b>									
<b>Name:</b>	CAPITALSOURCE FINANCE LLC								
<b>Street Address:</b>	4445 Willard Avenue								
<b>Internal Address:</b>	12th Floor								
<b>City:</b>	Chevy Chase								
<b>State/Country:</b>	MARYLAND								
<b>Postal Code:</b>	20815								
<b>PROPERTY NUMBERS Total: 3</b>									
<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>6554170</td> </tr> <tr> <td>Patent Number:</td> <td>6550414</td> </tr> <tr> <td>Patent Number:</td> <td>6865999</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	6554170	Patent Number:	6550414	Patent Number:	6865999
Property Type	Number								
Patent Number:	6554170								
Patent Number:	6550414								
Patent Number:	6865999								
<b>CORRESPONDENCE DATA</b>									
<b>Fax Number:</b>	(617)856-8201								
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>									
<b>Phone:</b>	617-856-8145								
<b>Email:</b>	ip@brownrudnick.com								
<b>Correspondent Name:</b>	Mark S. Leonardo								
<b>Address Line 1:</b>	One Financial Center								
<b>Address Line 2:</b>	Brown Rudnick Berlack Israels LLP								
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02111								
<b>ATTORNEY DOCKET NUMBER:</b>	23324/15								
<b>NAME OF SUBMITTER:</b>	Mark S. Leonardo								

**CH \$120.00 6554170**

**PATENT**

Total Attachments: 6

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## PATENT SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT

**PATENT SECURITY AGREEMENT AND COLLATERAL ASSIGNMENT**, dated as of June 20, 2006 (this "Patent Security Agreement"), by and among **MARINE ACCESSORIES CORPORATION**, an Arizona corporation ("MAC"), **MONSTER MARINE PRODUCTS, INC.**, a Delaware corporation ("MMP") and collectively with MAC, the "Grantors") in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as administrative agent (the "Agent") for itself and certain other lenders.

### WITNESSETH:

**WHEREAS**, pursuant to the Amended and Restated Credit Agreement dated as of June 20, 2006 by and among MAC, **GREAT LAKES BOAT TOP LLC**, a Delaware limited liability company ("GLBTop"), **GREAT LAKES BOAT TOWER CO.**, a Delaware corporation ("GLBTower"), **FENTRESS MARINE CORPORATION**, a Delaware corporation ("Fentress"), **THE BOATSWAIN'S LOCKER, INC.**, a Delaware corporation ("Boatswain's"), **XTREME MARINE CORPORATION**, a Delaware corporation ("Xtreme"), **COOK MANUFACTURING CORPORATION**, an Oklahoma corporation ("Cook Manufacturing") and MMP (MAC, GLBTop, GLBTower, Fentress, Boatswain's, Xtreme, Cook Manufacturing and MMP, each a "Borrower" and collectively, the "Borrowers"), **MARINE DEALER DIRECT, LLC**, a Delaware limited liability company ("MMD") and **DISTRIBUTION CAPITAL GROUP, LLC**, a Delaware limited liability company ("DCG") (MMD and DCG, each a "Guarantor" and collectively, the "Guarantors") (Borrowers and Guarantors, each a "Credit Party" and collectively, the "Credit Parties"), Agent and the lenders party thereto (collectively, the "Lenders") (as amended, supplemented or otherwise modified from time to time the "Credit Agreement") and the Amended and Restated Security Agreement entered into pursuant thereto (the "Security Agreement"), the Credit Parties have granted a security interest to Agent, for the benefit of itself and the Lenders, in, among other things, all right, title and interest of the Credit Parties in, to and under all of the Credit Parties' Patents (defined below) and other Patent Collateral (defined below), whether presently existing or hereafter arising or acquired as security for the Obligations from time to time owing by the Credit Parties under the Credit Agreement; and

**WHEREAS**, Grantors are the owners of the entire right, title and interest in, to and under Grantors' respective Patents listed on Schedule 1 hereto; and

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

1. **Defined Terms.**

(a) **Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Patent Security Agreement, including its preamble and recitals, have the meanings provided in the Credit Agreement.

(b) **Other Definitional Provisions.**

(i) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Patent Security Agreement shall refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement, and section and paragraph references are to this Patent Security Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

**2. Grant of Security Interest.** To secure the prompt and complete payment when due and satisfaction of the Obligations, Grantors hereby grant to Agent for the benefit of itself and the Lenders a security interest in all of Grantors' now existing or hereafter acquired or existing right, title and interest in and to all patents, letters patent, patent applications, industrial design applications and registered industrial designs, inventions, invention disclosures and improvements, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, and all proprietary rights in and to and research and development relating to the foregoing, including, without limitation, each patent, patent application and patent infringement claim identified on Schedule 1 attached hereto and made a part hereof (the "Patents"), all reissues, continuations, continuations-in-part or extensions of any of the foregoing and the right to sue for past, present and future infringements and all rights corresponding thereto and all products and proceeds of any and all of the foregoing, including, without limitation, all income, license fees, fees, royalties and other payments at any time due or payable with respect to any of the foregoing (collectively and together with the Patents, the "Patent Collateral").

**3. Security Agreement.** This Patent Security Agreement has been executed and delivered by Grantors for the purpose of recording the security interest of the Agent and Lenders in the Patents and the other Patent Collateral with the United States Patent and Trademark Office. The security interest and collateral assignment granted hereby has been granted as a supplement and ancillary to, and not in limitation of, the security interest granted to the Agent and Lenders under the Security Agreement. The Security Agreement (and the respective rights and remedies of the Agent and the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

**4. Collateral Assignment of Patents.** In addition to all other rights granted to the Agent and Lenders under the Credit Agreement, the Security Agreement and this Patent Security Agreement, upon the occurrence and during the continuation of an Event of Default under the Credit Agreement, effective upon written notice by Agent to the Credit Parties (including Grantors) referencing this Section 4 and the applicable Patent Collateral (whether it be some or all of the Patent Collateral), Grantors shall be deemed to have sold, assigned, transferred and set over to the Agent for the benefit of itself and the other Lenders, Grantors' entire right, title and interest in and to all of such Patent Collateral.

**5. Representations and Warranties.** Grantors represent and warrant that (except as otherwise disclosed in the Credit Agreement and/or the Security Agreement or to the extent the Patents are no longer deemed necessary or material to the conduct of the Business of the Credit Parties in the good faith business judgment of the Credit Parties in accordance with Section 5.11 of the Credit Agreement):

- (a) the Patents are valid and subsisting and in good standing;
- (b) each of the Patents identified on Schedule 1 hereto, is valid and has not been adjudicated unenforceable and, to the knowledge of Grantors, no claim has been made that the use of any of the Patents does or may violate the rights of any third person;
- (c) Grantors are the sole and exclusive owner of the entire right, title and interest in, under and to, free and clear of any Liens, charges and encumbrances other than

Permitted Liens, each of the Patents identified on Schedule 1 hereto and the other Patent Collateral;

- (d) Grantors have good title to, free and clear of all clear of any liens, charges and encumbrances, all of their respective Patents identified on Schedule 1 hereto and the other Patent Collateral; and
- (e) Grantors have the legal right and authority to enter into this Patent Security Agreement and perform its terms.

6. **Termination; Release of Patent Collateral.** This Patent Security Agreement and all obligations of the Grantors and the Agent hereunder shall terminate on the date upon which the Obligations have been indefeasibly paid and satisfied in full in cash and all commitments and other obligations of the Agent and Lenders to the Borrowers have terminated (except for contingent indemnification obligations to the extent no claim giving rise thereto has been asserted) without delivery of any instrument or performance of any act by any party. Upon termination of this Patent Security Agreement, the Agent shall, on behalf of itself and each Lender, at the expense of the Credit Parties, take such actions as reasonably may be necessary to release its and the Lenders' security interest in and the collateral assignment of the Patents and other Patent Collateral including, without limitation, executing such documents as may be reasonably necessary to evidence such release and record such release with the United States Patent and Trademark Office, in each case, at the Credit Parties' sole cost and expense.

7. **Acknowledgement.** The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest and collateral assignment in the Patents and other Patent Collateral granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any inconsistency between the terms of this Patent Security Agreement and the terms of the Credit Agreement and Security Agreement, the terms of the Credit Agreement and Security Agreement shall govern.


8. **Binding Effect; Benefits.** This Patent Security Agreement shall be binding upon the Grantors and their successors and assigns, and shall inure to the benefit of the Agent and Lenders and their successors and assigns.

9. **GOVERNING LAW.** THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

**MARINE ACCESSORIES CORPORATION, as a Grantor**

By:   
Name: David J. Choe  
Title: Vice President

**MONSTER MARINE PRODUCTS, INC., as a Grantor**

By:   
Name: David J. Choe  
Title: Vice President

**CAPITALSOURCE FINANCE LLC, as Agent**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties have caused this Patent Security Agreement and Collateral Assignment to be executed by its duly authorized representatives as of the date first above written.

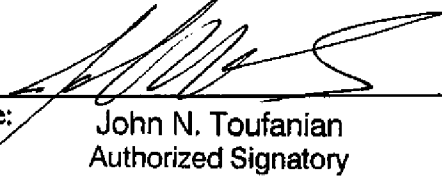
**MARINE ACCESSORIES CORPORATION, as a Grantor**

By: \_\_\_\_\_  
Name:  
Title:

**MONSTER MARINE PRODUCTS, INC., as a Grantor**

By: \_\_\_\_\_  
Name:  
Title:

**CAPITALSOURCE FINANCE LLC, as Agent**

By:  \_\_\_\_\_  
Name: John N. Toufanian  
Title: Authorized Signatory

**SCHEDULE 1**

**U.S. PATENTS AND PATENT APPLICATIONS**

**PATENTS**

**Marine Accessories Corporation**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Status</u>
Boat Accessory Rack	6,554,170		
Lighted Boat Accessory Rack	6,550,414		

**Monster Marine Products, Inc.**

<u>Patent Description</u>	<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Status</u>
Watersport towers (relates to towers installed on boats for towing an object or person during wakeboarding or other watersport activities)	6,865,999	3/15/2005	Live

**PATENT APPLICATIONS**

<u>Patent Application Description</u>	<u>U.S. Patent Application No.</u>	<u>Date Applied</u>	<u>Status</u>
None.			

**INFRINGEMENTS AND CLAIMS**

<u>Infringement and/or Claim</u>	<u>Subject Patent</u>	<u>Date</u>	<u>Status</u>
None.			

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CapitalSource/MAC/MAC and MMP Patent Security Agreement