

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2664273

SUBMISSION TYPE:	NEW ASSIGNMENT																										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																										
CONVEYING PARTY DATA																											
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Application Number:	61878335																										

CORRESPONDENCE DATA

Fax Number:

Email: marina.kelly@thomsonreuters.com

Correspondence will be sent via US Mail when the email attempt is unsuccessful.

Correspondent Name: JONATHAN STOIAN

Address Line 1: 100 LIGHT STREET

Address Line 4: BALTIMORE, MARYLAND 21202

NAME OF SUBMITTER:

JONATHAN STOIAN

Signature:

/Marina Kelly, Thomson Reuters/

Date:

01/02/2014

Total Attachments: 9

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GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Marine Accessories Corporation, an Arizona corporation, Monster Marine Products, Inc., a Delaware corporation, Great Lakes Boat Top LLC, a Delaware limited liability company, and Xtreme Marine Corporation, a Delaware corporation (collectively, the "**Grantors**"), respectively own the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, COLE TAYLOR BANK, an Illinois banking corporation (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of the Grantors' right, title and interest in and to the Grantors' trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantors are willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of December 27, 2013, between the Grantors, Marine Accessories Corp., Inc., a Delaware corporation, and the Grantee (as amended from time to time, the "**Credit Agreement**"), each of the Grantors hereby grants to the Grantee a security interest in, and a lien upon, all of Grantors' right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantors and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

Notwithstanding any other provision contained herein, this Grant of Security Interest, the liens created hereby and the rights, remedies, duties and obligations provided for

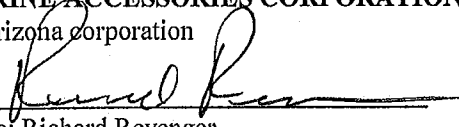
herein are subject in all respects to the provisions of the Medley Debt Intercreditor Agreement (as such term is defined in the Credit Agreement). In the event of any conflict or inconsistency between the provisions of this Grant of Security Interest and the Medley Debt Intercreditor Agreement that relates solely to the rights or obligations of, or relationship between, Grantee and the Medley Debt Agent (as such term is defined in the Credit Agreement), the provisions of the Medley Debt Intercreditor Agreement shall control.

[signature page to follow]

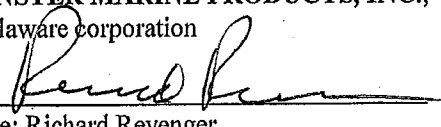
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTORS:

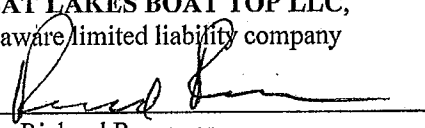
MARINE ACCESSORIES CORPORATION,
an Arizona corporation

By: 
Name: Richard Reyenger
Title: Chief Executive Officer

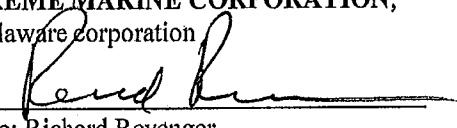
MONSTER MARINE PRODUCTS, INC.,
a Delaware corporation

By: 
Name: Richard Reyenger
Title: Chief Executive Officer

GREAT LAKES BOAT TOP LLC,
a Delaware limited liability company

By: 
Name: Richard Reyenger
Title: Chief Executive Officer

XTREME MARINE CORPORATION,
a Delaware corporation

By: 
Name: Richard Reyenger
Title: Chief Executive Officer

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTORS:

MARINE ACCESSORIES CORPORATION,
an Arizona corporation

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

MONSTER MARINE PRODUCTS, INC.,
a Delaware corporation

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

GREAT LAKES BOAT TOP LLC,
a Delaware limited liability company

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

XTREME MARINE CORPORATION,
a Delaware corporation

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

GRANTEE:

COLE TAYLOR BANK,
an Illinois banking corporation

By: Raphael L.
Name: Raphael Shin
Title: Senior Vice President

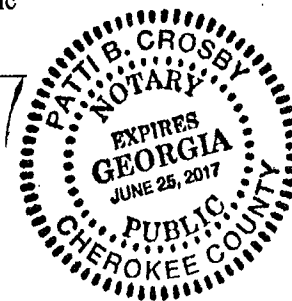
STATE OF CA)
COUNTY OF Fulton)

On this 24th day of December, 2013, before me personally came Richard Reyenger, to me known, who, being by me duly sworn did depose and say that he is the Chief Executive Officer of each of Marine Accessories Corporation, an Arizona corporation, Monster Marine Products, Inc., a Delaware corporation, Great Lakes Boat Top LLC, a Delaware limited liability company, and Xtreme Marine Corporation, a Delaware corporation, the companies described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Patti B. Crosby
Notary Public

My Commission Expires: 6-25-2017



STATE OF _____)
COUNTY OF _____)

On this _____ day of December, 2013, before me personally came _____, to me known, who, being by me duly sworn did depose and say that he is a _____ of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)

COUNTY OF _____)

On this ____ day of December, 2013, before me personally came Richard Reyenger, to me known, who, being by me duly sworn did depose and say that he is the Chief Executive Officer of each of Marine Accessories Corporation, an Arizona corporation, Monster Marine Products, Inc., a Delaware corporation, Great Lakes Boat Top LLC, a Delaware limited liability company, and Xtreme Marine Corporation, a Delaware corporation, the companies described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF Illinois)

COUNTY OF Cook)

On this 23 day of December, 2013, before me personally came Raphael Shin, to me known, who, being by me duly sworn did depose and say that he is a Senior Vice President of Cole Taylor Bank, an Illinois banking corporation, the company described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Maritz C. Rodriguez
Notary Public

My Commission Expires: _____



Schedule A - Trademarks

Owner	Title	Application No. Filing Date	Trademark No. Issue date
Xtreme Marine Corporation	XTREME TOWER PRODUCTS (block letter)	78/783,487 12/31/2005	3,348,246 12/4/2007
Xtreme Marine Corporation	XTP & Design	78/778,661 12/21/2005	3,356,165 12/18/2007
Marine Accessories Corporation	DIAMONDBACK (block letter)	78/783,484 12/31/2005	3,250,891 6/12/2007
Marine Accessories Corporation	SHARKSKIN (block letter)	78/783,480 12/31/2005	3,352,091 12/11/2007
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 B – 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	Wakeboard Tower System	12/963,953 12/9/2010	20110139057 6/16/2011
Great Lakes Boat Top LLC	Jaw Slide (Design Patent)	29/124,777 6/12/2000	D451371 12/4/2001
Great Lakes Boat Top LLC	Deck Hinge (Design Patent)	29/124,778 6/12/2000	D451364 12/4/2001
Xtreme Marine Corporation	Folding Wakeboard Tower With Cover	13/963,603 8/9/2013	
Xtreme Marine Corporation	Wakeboard Tower (Provisional Appl.)	61/782,963 3/14/2013	
Xtreme Marine Corporation	Folding Cargo Bimini Top (Provisional Appl.)	61/779,415 3/13/2013	
Xtreme Marine Corporation	Folding Arch With Lock And Lift Assist (Provisional Appl.)	61/791,641 3/15/2013	
Xtreme Marine Corporation	Folding Bimini (Provisional Appl.)	61/878,335 9/16/2013	

Acknowledgment Page to Grant of Security Interest in Trademarks and Patents