

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383984

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment and Joinder to Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Highland Lakes Acquisition, LLC		05/06/2016	Limited Liability Company: DELAWARE
Marine Accessories Corporation		05/06/2016	Corporation: ARIZONA
Great Lakes Boat Top LLC		05/06/2016	Limited Liability Company: DELAWARE
Monster Marine Products, Inc.		05/06/2016	Corporation: DELAWARE
Xtreme Marine Corporation		05/06/2016	Corporation: DELAWARE
Marine Accessories Europe Holdco, LLC		05/06/2016	Limited Liability Company: DELAWARE
Marine Accessories Europe B. V.		05/06/2016	Besloten Vennootschap (B.V.):

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3348246	XTREME TOWER PRODUCTS
Registration Number:	3356165	XTP
Registration Number:	3352091	SHARKSKIN
Registration Number:	4571422	WESTLAND
Serial Number:	86122843	GREAT LAKES BOAT TOP CO.

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.

TRADEMARK

Phone: 5124578000
Email: alundsten@dbcllp.com
Correspondent Name: DuBois, Bryant & Campbell LLP
Address Line 1: 303 Colorado St.
Address Line 2: SUITE 2300
Address Line 4: Austin, TEXAS 78701

NAME OF SUBMITTER: Ashley Lundsten

SIGNATURE: /Ashley Lundsten/

DATE SIGNED: 05/11/2016

Total Attachments: 22

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

ATTORNEY DOCKET NO.: 762-113

CONVEYING PARTIES:

HIGHLAND LAKES ACQUISITION, LLC
MARINE ACCESSORIES CORPORATION
GREAT LAKES BOAT TOP LLC
MONSTER MARINE PRODUCTS, INC.
XTREME MARINE CORPORATION
MARINE ACCESSORIES EUROPE
HOLDCO, LLC
MARINE ACCESSORIES EUROPE B. V.

RECEIVING PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

**LETTER REGARDING FILING FIRST AMENDMENT AND JOINDER TO SECURITY
AGREEMENT**

Mail Stop: Assignments
P.O. Box 1450
Alexandria, Virginia 22313-1450

Sir:

The undersigned wishes to submit the attached Security Agreement for recordation in the Assignment division of the U.S. Patent and Trademark Office. Page 1 of the Agreement states, in part, that the Agreement is ...*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 “Existing Subsidiaries”), and MARINE ACCESSORIES EUROPE*

Attorney Docket No. 762-113

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**TRADEMARK
REEL: 005790 FRAME: 0606**

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 Borrower, and the Existing Subsidiaries, “Grantors”). The undersigned wishes to clarify that the conveying parties include all of the following parties listed on the signature page (page 4) of the Agreement:

HIGHLAND LAKES ACQUISITION, LLC
MARINE ACCESSORIES CORPORATION
GREAT LAKES BOAT TOP LLC
MONSTER MARINE PRODUCTS, INC.
XTREME MARINE CORPORATION
MARINE ACCESSORIES EUROPE HOLDCO, LLC
MARINE ACCESSORIES EUROPE B. V.

Recordation of this document is respectfully requested.

Respectfully submitted,

Ashley Lundsten

DUBOIS, BRYANT & CAMPBELL, L.L.P.
303 Colorado, Suite 2300
Austin, Texas 78701
Phone 512.457.8000
Fax 512.457.8008

FIRST AMENDMENT AND JOINDER TO SECURITY AGREEMENT

This **FIRST AMENDMENT AND JOINDER TO SECURITY AGREEMENT** (this "Amendment") is made and entered into as of May 6, 2016 (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 "Existing Subsidiaries"), and 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 Borrower, and the Existing Subsidiaries, "Grantors").

RECITALS:

A. Borrower, Lender, and Existing Subsidiaries, among other parties, entered into that certain Credit Agreement dated as of July 31, 2015, as amended by, among other things, the Third Amendment to Credit Agreement dated effective as of even date herewith, pursuant to which, among other things, Lender approved the formation of the MAE Subsidiaries and the MAE Subsidiaries became Obligated Parties under the Loan (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. Pursuant to Section 7.13 of the Credit Agreement, within ten (10) days of any Person becoming a Subsidiary of Borrower, Borrower shall cause such Person to, among other things, execute and deliver all Security Documents requested by Lender pledging to the Secured Parties all of such Person's Property (subject to such exceptions as Lender may permit), and take all actions required by Lender to grant to the Secured Parties a perfected first priority security interest in such Property;

C. The MAE Subsidiaries are newly created Subsidiaries of Borrower, and pursuant to the Credit Agreement, and in accordance with the terms and conditions of the Third Amendment to Credit Agreement and Loan Documents, the MAE Subsidiaries are entering into this Amendment to, among other things, join into that Security Agreement by and among Borrower and the Existing Subsidiaries, as debtors, and Lender, as secured party, dated as of July 31, 2015 (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");

D. 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.

A G R E E M E N T:

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

1. Joinder to Security Agreement. Each of the MAE Subsidiaries hereby assumes all the obligations of a “Grantor” under the Security Agreement and agrees that it is a “Grantor” and bound as a “Grantor” under the terms of the Security Agreement as if it had been an original signatory thereto. In furtherance of the foregoing, each of the MAE Subsidiaries hereby assigns, pledges and grants to Secured Party (as defined in the Security Agreement) a first, prior and perfected security interest in all of its Collateral (as defined in the Security Agreement as modified hereby) to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Security Agreement) under the terms of the Security Agreement. Each of the MAE Subsidiaries also covenants and agrees that it will comply with and perform all covenants and agreements contained in the Credit Agreement with respect to Borrower and the Existing Subsidiaries, as applicable. All representations and warranties made by Borrower in the Security Agreement with respect to Borrower, by the Existing Subsidiaries in the Security Agreement with respect to the Existing Subsidiaries, and by the MAE Subsidiaries in the Security Agreement, as made applicable to the MAE Subsidiaries hereby, as applicable, are true and correct in all material respects as of the date of this Amendment (except to the extent any such representation or warranty expressly relates to an earlier date, in which case such representation and warranty is true and correct in all material respects as of such earlier date). Secured Party shall be entitled to rely on all of the representations, warranties, and covenants made by Borrower in the Security Agreement with respect to Borrower, and by the Existing Subsidiaries in the Security Agreement with respect to the Existing Subsidiaries, and by the MAE Subsidiaries in the Security Agreement, as made applicable to the MAE Subsidiaries hereby, as applicable, with the same force and effect as though they were incorporated in this Amendment and made by such parties for the benefit of Secured Party herein. The MAE Subsidiaries hereby (i) agree 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) authorize 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. Additionally, each MAE Subsidiary hereby irrevocably constitutes and appoints Lender as its attorney in fact in all circumstances in which Lender has been appointed

as attorney in fact for Grantors under the Security Agreement. Such appointment is coupled with an interest and is irrevocable.

2. 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 (as amended hereby) 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.

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

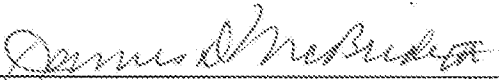
4. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each party, or that the signature and acknowledgment of all persons required to bind 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXECUTED to be effective as of the Effective Date.

GRANTORS:

HIGHLAND LAKES ACQUISITION, LLC, a
Delaware limited liability company

By: 
Name: James D. McBride, III
Title: 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

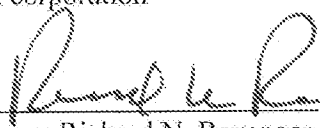
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GRANTORS:

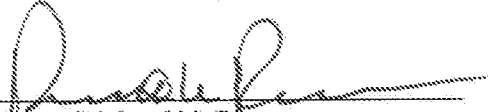
HIGHLAND LAKES ACQUISITION, LLC, a
Delaware limited liability company

By: _____
Name: James D. McBride, III
Title: 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

LENDER:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION, a national banking
association

By: 

Chris Calvert, Executive Vice President

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 114 West 7th Street #820 Austin, TX 78701	5769608
Marine Accessories Corporation	corporation	Arizona	5714 Hwy 411 Maryville, TN 37801	0111451-5
Great Lakes Boat Top LLC	limited liability company	Delaware	15 Quality Cir. Vonore, TN 37885	3969084
Monster Marine Products, Inc.	corporation	Delaware	5714 Hwy 411 Maryville, TN 37801	4159361
Xtreme Marine Corporation	corporation	Delaware	1752 Henry G. Lane St. Maryville, TN 37801	3311754
Marine Accessories Europe Holdco, LLC	limited liability company	Delaware	5714 Hwy 411 Maryville, TN 37801	6007271
Marine Accessories Europe B.V.	company with limited liability	Netherlands	2361 KX) Warmond Veerpolder 5 f 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
Monster Marine Products, Inc.	Monster Towers BL Marine, Inc. The Boatswain's Locker, Inc. CK Manufacturing, Inc. Cook Manufacturing, Inc. Distribution Capital Group, LLC Fentress Marine Corporation, Marine Dealer Direct, LLC

Xtreme Marine Corporation	Xtreme Xtreme Towers Xtreme Tower Products XTP
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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

**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 Brownsville, TX 78521
Great Lakes Boat Top LLC	15 Quality Circle Vonore, TN 37885
Great Lakes Boat Top LLC	760 Greensboro Road Cocoa, FL 32926
Xtreme Marine Corporation	1752 Henry G. Lane Street Maryville, TN 37801
Xtreme Marine Corporation	120 McCammon, A&B Maryville, TN 37804
Xtreme Marine Corporation	5714 Highway 411 Maryville, TN 37801
Marine Accessories Europe B.V.	2361 KX Warmond Veerpolder 5 f The Netherlands

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. Warmonderweg 12 2171 AH Sassenheim The Netherlands	Shared warehouse for boarding and freight logistics

**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%

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	41110053749	N/A
Marine Accessories Europe B.V.	To be Determined	To be Determined	To be Determined

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 " <u>Tenth Street Loan Agreement</u> ").
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

7. **Letters of Credit:**

Name of Grantor	Description of Letters of Credit
N/A	

**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
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

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
USA	62/058,290	10/1/2014	Xtreme	Roller Bimini
USA	62/135,926	3/20/2015	Xtreme	Folding Watersports Tower
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

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.

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.
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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	
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	
USA	GREAT LAKES BOAT TOP CO. (block letter)	86/122,843	11/19/2013	
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 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
 FACTORYDIRECTCANVAS.COM
 GLBTTEST.COM
 GREATLAKESBOATTOP.COM

GREATLAKESBOATTOPS.COM
GREATLAKESCANVAS.COM
MARINE-ACCESSORIES.COM
MARINEOVERSTOCKS.COM
MAREBOATCOVERS.COM
TURBOSWINGUS.COM
WESTLANDCOVERS.COM
WESTLANDTOPS.COM
XTP TOWER.COM
XTP TOWERS.COM
XTPWAKE.COM
XTREME TOWER.COM
XTREME TOWER PRODUCTS.COM
XTREME TOWERS.COM
MOBSTER TOWER.COM
MONSTER TOP.COM
MONSTER TOWER.COM
MONSTER TOWER.NET
MONSTER TOWER PICS.COM
MONSTER TOWERS.COM
MONSTER TOWERSUCK.COM
MONSTER TOWERSUCKS.COM
MONSTER WAKEBOARD TOWER.COM
MONSTER WAKEBOARD TOWERS.COM
MONSTER WATERSPORTS.COM
MONTERTOWER.COM
MONTERTOWERS.COM
MOSNERTOWER.COM

MOSNERTOWERS.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

TURBOSWING.COM

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

COPYRIGHTS AND COPYRIGHT LICENSES

1. Copyrights/Mask Works

Registered Copyrights/Mask Works				
Country	Registration No.	Registration Date	Author(s)	Title
N/A				
Copyright/Mask Work Pending Registration Applications				
Country	Serial No.	Filing Date	Author(s)	Title
N/A				
Copyright/Mask Work Registration Applications in Preparation				
Country	Docket No.	Expected Filing Date	Author(s)	Title
N/A				

2. Copyright/Mask Work Licenses

Country or Territory	Licensor	Licensee	Effective Date	Expiration Date
N/A				

TRADE SECRETS AND TRADE SECRET LICENSES

1. Trade Secrets

Name of Grantor	Description of Trade Secrets
N/A	

2. Trade Secret Licenses

Trade Secrets	Licensor	Licensee	Effective Date	Expiration Date
N/A				