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To the Honorable Commissioner of F

100771774

Attached original documents or copy thereof.

MKP 7-20-98

1. Name of conveying party(ies):

AMERICAN MARINE HOLDINGS, INC.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other w/Annex A* to Amendment No. 6

to Credit Agreement and Security Agreement
Execution Date: November 22, 1993 Agreement
*June 10, 1997

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address: JUL 20 1998

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,628,215 and 1,889,798

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: EMMET, MARVIN & MARTIN, LLP

Internal Address: SHARON ELWIN

LEGAL ASSISTANT

Street Address: 120 BROADWAY

City: NEW YORK State: NY ZIP: 10271

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

LORI POTTS

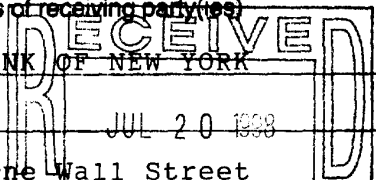
Name of Person Signing

Signature

7/13/98

Date

Total number of pages including cover sheet, attachments, and document:



0778 01 FD 02 FD 142
JUL 13 1998
1628215

SECURITY AGREEMENT

Security Agreement (as the same may be amended, supplemented or otherwise modified from time to time, this "Agreement"), dated as of November 22, 1993, made by American Marine Holdings, Inc., a Delaware corporation (the "Borrower"), to The Bank of New York (the "Bank").

RECITALS

I. Reference is made to the Credit Agreement, dated as of the date hereof, by and among the Borrower and the Bank (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

II. It is a condition precedent to the making of all loans and all other extensions of credit under the Credit Agreement that the Borrower shall have executed and delivered this Agreement.

Therefore, in consideration of the Recitals, the terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Bank hereby agree as follows:

1. Defined Terms.

(a) Capitalized terms used herein which are not herein defined shall have the meanings ascribed thereto by the Credit Agreement.

(b) When used in this Agreement, the following capitalized terms shall have the respective meaning ascribed thereto as follows:

"Collateral": as defined in paragraph 2.

"Event of Default": as defined in paragraph 5.

"Financing Statements": UCC financing statements in the form annexed hereto as Annex A.

"Impaired Collateral": Collateral which (a) is subject to a Lien identified on Schedule 8.2 to the Credit Agreement, and (b) has been excluded from the determination of the Borrowing Base.

"NYUCC": the UCC as in effect in the State of New York.

"Obligations": all obligations of every kind and nature of the Borrower now or hereafter incurred, existing or created to the Bank under or in respect of the Loan Documents, as each such Loan Document may be amended or otherwise modified from time to time.

"Office Location": as defined in paragraph 3(a).

"UCC": with respect to any jurisdiction, Article 9 of the Uniform Commercial Code as from time to time in effect in such jurisdiction.

(c) When used in this Agreement, each of the following terms shall have the respective meaning ascribed thereto by the NYUCC: "Account", "Certificated Security", "Chattel Paper", "Document", "Equipment", "Fixture", "General Intangible", "Instrument", "Inventory", "Proceeds", "Security Interest", "Secured Party" and "Uncertificated Securities".

2. Grant of Security Interest.

To secure the prompt and complete payment, observance and performance of the Obligations, the Borrower hereby grants to the Bank a Security Interest in and to all of the Borrower's right, title and interest in and to all Accounts, Chattel Paper, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory and all of the Proceeds (which shall include all dividends, distributions and income thereon and in respect thereof) of all of the foregoing, whether now owned or existing or hereafter arising or acquired and where-soever located, but excluding all of the OMC Pledged Assets (collectively, the "Collateral").

3. Representations and Warranties.

The Borrower hereby represents and warrants to the Bank as follows:

(a) Generally. (i) The Borrower's place of business or, if the Borrower has more than one place of business, its chief executive office, is, and has been continuously for the immediately preceding 5 month period, located at the address set forth for notices to the Borrower contained in the Credit Agreement (the "Office Location"). The Borrower is, and has been continuously for the immediately preceding 6 year period, conducting business only under its current legal name.

(ii) All of the information set forth on each of the Schedules hereto is true, complete and correct. All of the Borrower's books, records and documents relating to the Collateral are genuine and in all respects what they purport to be.

(iii) This Agreement is a valid and continuing Security Interest in favor of the Bank. Upon the presentation of the Financing Statements at the request of the Bank together with the appropriate filing thereon to the Bank of the Instrument, the interest (i) shall be perfected, and (ii) shall not be subject to Impaired Collateral, shall not be subject to a prior perfected Lien.

(b) Accounts. All records concerning any Account are located at the Office Location, and no Account is evidenced by a promissory note or other instrument.

(c) Certified Securities, Chattel Paper, Documents and Instruments. The Instruments listed all on Schedule I attached hereto constitute all of the Instruments in which the Borrower has any right, title or interest, and (i) all of the shares of capital stock represented by the Certificated Securities listed thereon have been duly authorized and validly issued and are fully paid and non-assessable, and (ii) to the best of the Borrower's knowledge, all of the debt Instruments listed thereon have been duly authorized, issued and delivered, and constitute the legal, valid, binding and enforceable obligations of the respective makers thereof.

(d) Equipment and Inventory. Except for Inventory and Equipment in transit with common carriers, the Borrower has exclusive possession and control of all of the Inventory and Equipment, all of which is, and has been continuously for the immediately preceding 5 month period, located at one or more of the places listed on Schedule II attached hereto.

4. Covenants of the Borrower.

The Borrower hereby covenants with the Bank as follows:

(a) Generally. (i) The Borrower shall maintain its place of business, or if the Borrower has more than one place of business, its chief executive office, at the Office Location or at such other location in respect of which (A) the Borrower shall have provided the Bank with at least 30 days prior written notice, and (B) UCC financing statements (or

amendments thereto), in form and substance satisfactory to the Bank, shall have been filed with respect to such other location.

(ii) The Borrower shall, at its own expense, promptly execute and deliver all further certificates, documents, instruments, financing and continuation statements and amendments thereto, notices and other agreements, and take all further action, that the Bank may reasonably request from time to time, in order to perfect and protect the Security Interest granted hereby or to enable the Bank to exercise and enforce its rights and remedies hereunder with respect to the Collateral.

(iii) The Borrower shall furnish to the Bank from time to time such information, reports, statements and schedules with respect to the Collateral as the Bank may reasonably request.

(iv) The Borrower shall defend the Collateral against all claims and demands of all Persons at any time claiming the same or any interest therein adverse to the interests of the Bank, and the Borrower shall not cause, permit or suffer to exist any perfected Lien upon the Collateral other than (A) the Lien granted hereby and (B) with respect to Impaired Collateral, the Liens listed on Schedule 8.2 to the Credit Agreement.

(v) The Borrower shall mark its books and records to indicate that the Borrower has granted a Security Interest in the Collateral to the Bank pursuant to this Agreement.

(vi) The Borrower agrees that, with respect to the Collateral, the Bank has no obligation to preserve rights against prior parties.

(vii) The Bank's only duty with respect to Collateral in its possession shall be to use reasonable care in the custody and preservation of the Collateral while the Collateral is in its actual possession (which shall not include any steps necessary to preserve rights against prior or third parties), and the Borrower agrees that if the Bank accords such Collateral substantially the same kind of care as it accords its own Property, such care shall conclusively be deemed reasonable. In the event that all or any part of the securities or instruments constituting the Pledged Collateral are lost, destroyed or wrongfully taken while such securities or instruments are in the possession of the Bank, the Borrower agrees that it will use its best efforts to cause the delivery

of new securities or instruments in place of the lost, destroyed or wrongfully taken securities or instruments upon request therefor by the Bank, without the necessity of any indemnity bond or other security, other than the Bank's agreement or indemnity therefor customary for security agreements similar to this Agreement.

(viii) Anything herein to the contrary notwithstanding, (A) the Borrower shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (B) the exercise by the Bank of any of its rights hereunder shall not release the Bank from any of its duties or obligations under the contracts and agreements included in the Collateral, (C) the Bank shall not have any obligation or liability, including without limitation, indemnification obligations, under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Bank be obligated to perform any of the obligations or duties of the Borrower thereunder, to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by the Borrower or the sufficiency of any performance by any party under any such contract or agreement or to take any action to collect or enforce any claim for payment assigned hereunder, and (D) the Bank shall not be under any duty to send notices, perform services, exercise any rights of collection, enforcement, conversion or exchange, vote, pay for insurance, taxes or other charges or take any action of any kind in connection with the management of the Collateral.

(ix) The Borrower shall (1) with respect to all personal property Collateral, maintain all-risk insurance with financially sound insurance carriers with deductibles not exceeding \$10,000 per occurrence, and which in all events shall be in amounts sufficient to prevent the Borrower from becoming a co-insurer, and (2) file with the Bank within 10 days after request therefor a detailed list of such insurance then in effect, stating the names of the carriers thereof, the policy numbers, the deductibles, the insureds thereunder, the amounts of insurance, dates of expiration thereof, and the Property and risks covered thereby, together with a certificate of the chief financial officer (or such other officer as shall be reasonably acceptable to the Bank) of the Borrower certifying that in the opinion of such officer such insurance is adequate in nature and amount, complies with the obligations of the

Borrower under this paragraph 5, and is in full force and effect. Promptly upon request therefor, the Borrower will deliver or cause to be delivered to the Bank originals or duplicate originals of all such policies of insurance. All insurance policies in respect of property insurance shall contain a standard loss payable clause and shall be endorsed to provide that, in respect of the interests of the Bank: (i) the Bank shall be named as an additional insured and shall be the sole loss payee, (ii) thirty days' prior written notice of any cancellation, reduction of amounts payable, or any changes and amendments shall be given to the Bank, and (iii) the Bank shall have the right, but not the obligation, to pay any premiums due or to acquire other such insurance upon the failure of the Borrower to pay the same or to so insure. Unless an Event of Default shall have occurred and be continuing (i) the proceeds of all insurance aggregating \$25,000 or less per occurrence shall be retained by, or if paid to the Bank delivered by the Bank over to, the Borrower, and (ii) insurance proceeds exceeding \$25,000 per occurrence shall be applied as the Borrower and the Bank shall agree. Upon the occurrence and during the continuance of an Event of Default all insurance proceeds shall be retained by, or if paid to the Borrower, held in trust thereby separate and apart from all other Property for the benefit of the Bank and promptly delivered by the Borrower over to, the Bank to be applied in reduction of the obligations of the Borrower under the Loan Documents or held by the Bank as additional collateral security therefor. The Borrower shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained pursuant to this paragraph unless the Bank has approved the carrier and the form and content of the insurance policy.

(b) Accounts. Except as otherwise provided in this paragraph 4(b), the Borrower shall continue to collect in accordance with its customary practice, at its own expense, all amounts due or to become due to the Borrower in respect of the Accounts and, prior to the occurrence of an Event of Default, the Borrower shall have the right to adjust, settle or compromise the amount or payment of any Account all in accordance with its customary practices. In connection with such collections, the Borrower may take and, at the direction of the Bank shall take, such action as the Borrower or the Bank may deem necessary or advisable to enforce collection of the Accounts.

(c) Certified Securities, Chattel Paper, Documents and Instruments. All of the Chattel Paper, Documents and Instruments now or hereafter owned by or in the possession of the Borrower (other than checks received in the ordinary course of collection provided that no Event of Default shall

have occurred and be continuing) shall be immediately delivered to the Bank, to be held by the Bank pursuant hereto, in suitable form for transfer by delivery or accompanied by duly executed documents of transfer or assignment in blank, all in form and substance satisfactory to the Bank. The Borrower agrees that, with respect to all items of Collateral which the Borrower is or shall hereafter be obligated to deliver to the Bank, until so delivered such items shall be held by the Borrower in trust for the benefit of the Bank and be segregated from the other Property of the Borrower.

(d) Equipment and Inventory. (i) The Borrower shall keep the Equipment and Inventory at the places listed on Schedule II and such other places located within the United States in respect of which (A) the Borrower shall have provided the Bank with at least 30 days prior written notice, and (B) UCC financing statements, in form and substance satisfactory to the Bank, shall have been filed perfecting the Security Interest herein granted in the Equipment and Inventory to be held at such each such place.

(ii) The Borrower shall maintain or cause to be maintained in good repair, working order and condition, excepting ordinary wear and tear and damage due to casualty, all of the Equipment. The Borrower shall promptly furnish to the Bank a statement respecting any material loss or damage to any of the Equipment with an aggregate fair market value exceeding \$50,000 as a result of a single occurrence except to the extent that such loss or damage shall be insured pursuant to policies required to be maintained pursuant to the Credit Agreement.

5. Events of Default.

Each of the following shall constitute an "Event of Default":

(a) If the Borrower shall fail to observe or perform any term, covenant or agreement contained in this Agreement; or

(b) The occurrence and continuance of an "Event of Default" under and as defined in the Credit Agreement.

6. Remedies.

(a) Upon the occurrence of an Event of Default or at any time thereafter during the continuance thereof, the Bank may exercise any and all rights and remedies (i) granted

to a Secured Party by the NYUCC or otherwise allowed at law, and (ii) provided by this Agreement.

(b) In connection with and in furtherance of paragraph 6(a), (i) the Bank may require the Borrower to assemble the Collateral and make it available to the Bank at a place to be designated by the Bank which is reasonably convenient to the Bank and the Borrower, and the Borrower agrees that it shall do so at its own expense and that, without limitation, any place within the City of New York or the Counties of Nassau, Suffolk, and Westchester which may be designated by the Bank for such assembly is commercially reasonable, (ii) the Bank may dispose of the Collateral as it may choose, so long as every aspect of the disposition including the method, manner, time, place and terms are commercially reasonable, and the Borrower agrees that, without limitation, the following are each commercially reasonable: (1) the Bank shall not in any event be required to give more than 14 days prior notice of any such disposition, (2) any place within the City of New York or the Counties of Nassau, Suffolk, and Westchester which may be designated by the Bank for disposition, (3) the Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned, and (iii) to the extent permitted by law, the Borrower hereby expressly waives and covenants not to assert any appraisal, valuation, stay, extension, redemption or similar laws, now or at any time hereafter in force, which might delay, prevent or otherwise impede the performance or enforcement of this Agreement.

7. Notices.

All notices and other communications provided for hereunder shall be given in the manner and to the addresses set forth in paragraph 10 of the Credit Agreement.

8. Other Provisions.

This Agreement is the "Security Agreement" referred to in the Credit Agreement. The Borrower and the Bank acknowledge that certain provisions of the Agreement, including, without limitation, paragraphs 11, 12, and 13 thereof, are made applicable to this Agreement and all such provisions are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Borrower and the Bank have each caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AMERICAN MARINE HOLDINGS, INC.

By: Ken Hill
Name: KEN HILL

Accepted:

THE BANK OF NEW YORK

By: Robert A. Tweed
Name: Robert A. Tweed

AMERICAN MARINE HOLDINGS, INC./BANK OF NEW YORK
SECURITY AGREEMENT

Schedule I

INSTRUMENTS

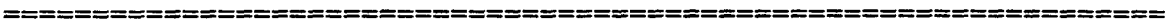
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NONE

AMERICAN MARINE HOLDINGS, INC./BANK OF NEW YORK
SECURITY AGREEMENT

Schedule II

LOCATIONS



1. 1520 South Sun Coast Boulevard
Homosassa, FL 34448

2. 7110 21st Street East
Sarasota, FL 34243

ANNEX A TO AMENDMENT NO. 6 TO CREDIT
AGREEMENT AND SECURITY AGREEMENT

AMERICAN MARINE HOLDINGS, INC., a Delaware corporation (the "Borrower"), is obligated to THE BANK OF NEW YORK, (the "Secured Party"), and has entered into a Credit Agreement, dated as of November 22, 1993, as amended (the "Credit Agreement") and a Security Agreement, dated as of November 22, 1993 (as amended, the "Security Agreement") in favor of the Secured Party.

Pursuant to the Security Agreement, the Borrower granted to the Secured Party a security interest in all of the right, title and interest of the Borrower in and to, among other things, General Intangibles (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of confirming the grant of the security interest as aforesaid, the Borrower does hereby confirm to the Secured Party that "General Intangibles" and the "Collateral" includes all of the trademarks and tradenames of the Borrower, including without limitation the trademarks listed in Exhibit A annexed hereto and goodwill of the business symbolized by such trademarks and the applications and regulations therefor, and all proceeds thereof, including, without limitation, all causes of action which may exist by reason of the infringement thereof (collectively the "Trademarks").

Upon the indefeasible cash payment in full of all Obligations (as such term is defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Borrower's expense to release or reconvey to Borrower all right, title and interest of the Borrower in and to the Trademarks.

The Secured Party's address is: One Wall Street, New York, New York 10286.

IN WITNESS WHEREOF, the Borrower has caused this Assignment to be duly executed by its duly authorized officer as of the 10th day of June, 1997.

AMERICAN MARINE HOLDINGS,
INC.

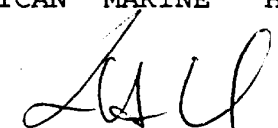
By: 
Name: Lee H. Rimmell
Title: C.E.O.

EXHIBIT A TO
ANNEX A
TO AMENDMENT NO. 6
TO CREDIT AGREEMENT
AND SECURITY AGREEMENT

<u>Trademark</u>	<u>Registered in:</u>	<u>Number</u>
PRO-LINE and Design	U.S.	1,889,798
PRO-LINE in Distinctive Type	Florida	T09624
PRO-SKIFF	Florida	12672
PRO-SKIFF	U.S.	1,628,215