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MAR 21 2000  
PATENT & TRADEMARK OFFICE

04-24-2000



101330874

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year  
01 19 2000

Name Amalie AOC, Ltd.

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1) 300 Galleria Parkway

Address (line 2) Suite 800

Address (line 3) Atlanta

Georgia

30339

City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

04/21/2000 DNGUYEN 00000183 801672

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 125.00 OP  
03 EC:99A 5.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002057 FRAME: 0893

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="801,672"/>	<input type="text" value="528,824"/>	<input type="text"/>
<input type="text" value="1,189,671"/>	<input type="text" value="1,842,251"/>	<input type="text"/>
<input type="text" value="1,076,255"/>	<input type="text" value="1,915,937"/>	<input type="text"/>

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.

John Barrett Carter

Name of Person Signing



Signature

March 20, 2000

Date Signed

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 19th day of January, 2000 and is to be effective as of December 31, 1999, between **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, Suite 800, Atlanta, Georgia 30339 ("Lender") and **AMALIE AOC, LTD.**, a Florida limited partnership having its principal place of business at 1601 McCloskey Boulevard, Tampa, Florida 33605-6710 (the "Assignor").

### Recitals:

Assignor has acquired certain trademarks and other intellectual property from Petroleum Packers of Jacksonville II, Inc. ("PPJ") that are subject to a previously existing security interest in favor of Lender pursuant to (a) that certain Loan and Security Agreement, dated April 7, 1998, among PPJ, the other borrowers noted therein (jointly and severally, "Borrowers") and Lender (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement") and (b) that certain Trademark Security Agreement dated April 7, 1998, between PPJ and Lender (hereinafter referred to, together with all amendments thereto, as the "Original Trademark Agreement").

Lender is willing to consent to the transfer of such trademarks and other intellectual property from PPJ to Assignor and to continue making loans and other financial accommodations to PPJ and the other Borrowers in accordance with the Loan Agreement, provided Assignor executes and delivers this Agreement to Lender in order to continue Lender's security interest in and lien upon such trademarks and other intellectual property.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the payment and performance of the Obligations (as defined in the Loan Agreement), Assignor hereby pledges, assigns and conveys to Lender, and grants to Lender a continuing security interest in and lien upon, Assignor's entire right, title and interest in and to the following property of Assignor: (a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks"); (b) the goodwill of Assignor's business connected with and symbolized by the Trademarks; and (c) all proceeds of the foregoing.

2. Assignor covenants and warrants that:

(a) To the best of its knowledge, each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) To the best of its knowledge, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Assignor and all third Persons (as defined in the Loan Agreement) in accordance with its terms;

(c) To the best of its knowledge, each of the Trademarks is valid and enforceable;

(d) To the best of its knowledge, Assignor is the sole and exclusive owner of the entire right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) To the best of its knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(f) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(g) Assignor will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement;

(h) Assignor will not lower the quality of the products associated with the Trademarks without Lender's prior written consent; and

(i) To the best of its knowledge, Assignor has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, and has made and will make all appropriate filings with the United States Patent and Trademark Office to maintain the Trademark registrations in existence, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office during the sixth year of registration for each Trademark as required by law.

3. Assignor hereby grants to Lender and its employees and agents the right upon prior notice to Assignor to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts reasonably required by Lender to ensure Assignor's compliance with paragraph 2(g) of this Agreement.

4. Assignor agrees that, until all of the Obligations have been satisfied in full, it will not enter into any agreement (including, without limitation, any license agreement) which is inconsistent with Assignor's duties under this Agreement.

5. If, before the Obligations have been satisfied in full, Assignor shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 1 hereof shall automatically apply thereto and Assignor shall give to Lender prompt notice thereof in writing.

6. Assignor authorizes Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 1 or paragraph 5 hereof.

7. Lender hereby grants to Assignor for so long as no Event of Default (as defined in the Loan Agreement) exists, the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the prior written consent of Lender.

8. Upon and at any time after the occurrence of an Event of Default (as defined in the Loan Agreement), Assignor's license under the Trademarks, as set forth in paragraph 7 hereof, shall immediately terminate, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Georgia. Without limiting the generality of the foregoing, Lender may immediately, without demand of performance, sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademarks or any interest which Assignor may have therein. Assignor hereby agrees that ten (10) days written notice to Assignor of any public or private sale or other disposition of any of the Trademarks shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law (as defined in the Loan Agreement). At any such sale or disposition, Lender may, to the extent permitted by Applicable Law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released. After deducting from the proceeds of such sale or other disposition of the Trademarks all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to Assignor. If any deficiency shall arise, Assignor and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

9. Assignor hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as Assignor's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

10. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to Assignor all deeds, assignments, releases and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks subject to any dispositions thereof which may have been made by Lender pursuant hereto.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the

Trademarks, shall be borne and paid by Assignor ON DEMAND by Lender and shall bear interest at the Default Rate (as defined in the Loan Agreement).

12. Assignor shall use its best efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. Assignor shall have the duty, through counsel acceptable to Lender (which acceptance shall not be unreasonably withheld), to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings as reasonably necessary, to file and prosecute lawsuits to enforce the Trademarks as reasonably necessary and to do any and all acts which are reasonably deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by Assignor. Assignor shall not abandon any pending trademark application or trademark without the consent of Lender.

13. Notwithstanding anything to the contrary contained in paragraph 12 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, in which event Assignor shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and Assignor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 13. Nothing herein shall be deemed to prohibit Assignor from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

14. If Assignor fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor agrees to reimburse Lender in full for all expenses, including attorney's fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6 hereof.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

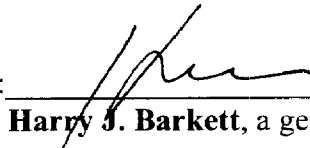
20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Georgia. Notice of acceptance hereof is hereby waived by Assignor.

21. THIS AGREEMENT HAS BEEN NEGOTIATED, EXECUTED AND DELIVERED AT AND SHALL BE DEEMED TO HAVE BEEN MADE IN ATLANTA, GEORGIA. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA.

22. ASSIGNOR, AGENT AND LENDERS EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRADEMARKS.

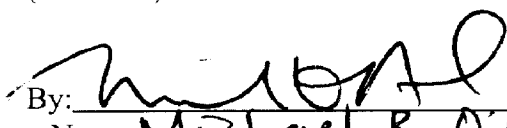
WITNESS the execution hereof under seal as of the day and year first above written.

**AMALIE AOC, LTD.**  
("AOC")

By:   
**Harry J. Barkett**, a general partner

Accepted in Atlanta, Georgia:

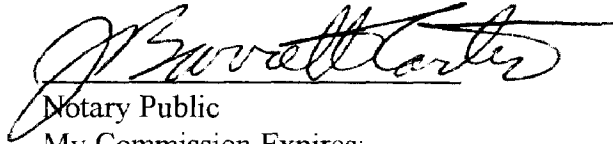
**FLEET CAPITAL CORPORATION**  
("Lender")

By:   
Name: Michael R. O'Neal  
Title: VP

STATE OF GEORGIA §  
§  
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Harry J. Barkett, a general partner of Amalie AOC. Ltd., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 19<sup>th</sup> day of January, 2000.



Notary Public  
My Commission Expires:

**Notary Public, Cobb County, Georgia**  
**My Commission Expires December 21, 2003**

[NOTARIAL SEAL]

STATE OF GEORGIA §  
§  
COUNTY OF ~~FULTON~~ Cobb §

BEFORE ME, the undersigned authority, on this day personally appeared Michael R. O'Neal of Fleet Capital Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20 day of January, 2000.



Notary Public  
My Commission Expires:

**Notary Public, Cobb County, Georgia**  
**My Commission Expires July 30, 2002**

[NOTARIAL SEAL]



EXHIBIT A  
AMALIE TRADEMARKS

COUNTRY	MARKS	Reg. No./Serial No.	Reg. Date/Filing Date
ARGENTINA	AMALIE	1,237,108	June 16, 1987
	AMALIE	1,237,110	June 16, 1987
	AMALIE	SN 1,228,873	February 26, 1980
AUSTRALIA	AMALIE	A 396295	February 23, 1984
BAHAMAS	AMALIE	11,212	May 3, 1989
BENELUX	AMALIE	30,037	May 12, 1971
	SYNPLUS	559,533	November 8, 1994
BOLIVIA	AMALIE	C 44971	July 25, 1986
BRAZIL	AMALIE	006171885	December 10, 1985
CANADA	AMALIE	TMDA/47293	September 3, 1929
CHILE	AMALIE & Design	355,235	May 17, 1990
	SYNPLUS	SN 293,678	December 7, 1994
CHINA	AMALIE	226,497	May 15, 1985
COLOMBIA	AMALIE	122846	March 7, 1986
	AMALIE	122845	February 24, 1986
COSTA RICA	AMALIE	63,954	June 27, 1984
	SYNPLUS	91,575	
CYPRUS	AMALIE	24,195	October 8, 1980
DOMINICAN REPUBLIC	AMALIE	36,412	November 15, 1983
ECUADOR	AMALIE	2058/92	April 22, 1992
	AMALIE	807/93	July 9, 1992
EGYPT	AMALIE	62984	April 14, 1987
EUROPEAN COMMUNITY	AMALIE	SN 233,023	April 1, 1996
FINLAND	AMALIE	92004	March 5, 1985
FRANCE	AMALIE	1 259 166	January 31, 1984
GREAT BRITAIN	AMALIE	B 929,660	August 20, 1968
GREECE	AMALIE	17416/17425	April 25, 1951
GUATEMALA	AMALIE	84949	July 22, 1997
HAITI **	AMALIE	41/119	December 11, 1998
HONDURAS	AMALIE	7300	June 8, 1956
HONG KONG	AMALIE	1200 of 1985	February 21, 1984
INDIA	AMALIE	152,133	December 28, 1966
INDONESIA	AMALIE	190 187	January 12, 1985
ISRAEL	AMALIE	57083	September 5, 1983
ITALY**	AMALIE	MI98C006964	July 10, 1998
JAPAN	AMALIE	188352	October 18, 1965
	SYNPLUS	SN 117709/94	

\*\*Registration has lapsed but is being renewed by Seller prior to Closing.

EXHIBIT A  
(continued)

AMALIE TRADEMARKS

COUNTRY	MARKS	Reg. No./Serial No.	Reg. Date/Filing Date
LEBANON	AMALIE	45674	June 14, 1984
MALAYA	AMALIE	M/22534	March 7, 1960
NETHERLANDS ANTILLES	AMALIE	13,055	November 21, 1983
NEW ZEALAND	AMALIE	148,679	August 31, 1983
NICARAGUA	AMALIE	5,264 C.C.	July 20, 1976
NIGERIA	AMALIE	44867	July 26, 1991
NORWAY	AMALIE	120,036	February 7, 1985
PANAMA	AMALIE	036629	March 28, 1985
PARAGUAY	AMALIE	110,576	September 17, 1984
PERU	AMALIE	31869	October 17, 1990
PHILIPPINES	AMALIE	41175	September 12, 1988
PORTUGAL*	AMALIE	SN 314,657	January 3, 1996
PUERTO RICO	AMALIE	24048	June 30, 1982
	AMALIE	24130	June 30, 1982
RUSSIA	AMALIE	75871	August 6, 1984
SINGAPORE	AMALIE	16102	March 6, 1960
SOUTH KOREA	AMALIE	102765	July 10, 1984
SPAIN**	AMALIE	2,135,879	January 9, 1998
SWEDEN	AMALIE	64,481	June 4, 1968
	SYNPLUS	304,193	
SWITZERLAND	AMALIE	389,423	April 26, 1991
TAIWAN	AMALIE	470966	February 1, 1990
	SYNPLUS	627,556	
	AMALIE and Chinese Characters & Design	111272	March 1, 1979
TRINIDAD/ TOBAGO	AMALIE	12,863	December 10, 1984
UNITED STATES	AMALIE	801,672	January 11, 1966
	AQUA-SONIC SHIELD	1,189,671	February 16, 1982
	BETTER THAN IT HAS TO BE	1,076,255	November 1, 1977
	X-L-O	528,824	August 8, 1950
	PRO TURBO	1,842,251	June 28, 1994
	SYNPLUS	1,915,937	September 5, 1995

\*Disputed Trademark/Service Mark legal action in progress (to be assumed by Buyer)

\*\*Registration has lapsed but is being renewed by Seller prior to Closing.

EXHIBIT A  
(continued)

AMALIE TRADEMARKS

URUGUAY	AMALIE	144,923	January 26, 1988
	AMALIE	263,539	June 27, 1983
	AMALIE	165,702	June 30, 1981
	SYNPLUS	273,763	
VENEZUELA	AMALIE	13,126	August 21, 1956
UNREGISTERED MARKS	IMPERIAL		
	ELIXIR		
	SUPER XLO		
	AMATRAN		
	PRO		
	ALL-CLIMATE 150		
	ALL TRAC 245		
	ALL WEATHER		
	800 MANUAL TRANSMISSION FLUID		
	SMG		
	MPG		
	MPG LS		
	LS AXLE		
	FILMSPRAY		
	AQUASONIC SHIELD		
	PRO 2000		
	AMALIE.COM (domain name)		
	AMA		
	HEAVY DUTY PLUS		
	LOW TEMP		
	XLO TURBO		
	BLUE HI-TEMP		
	HI-TEMP		
	MP EP LITHIUM		
	NA-2 WHEEL BEARING		
	TRIVIS		
	ALAS		

**PARKER, HUDSON, RAINER & DOBBS LLP**

A LIMITED LIABILITY PARTNERSHIP

**ATTORNEYS AT LAW**

1500 MARQUITS TWO TOWER

275 PEACHTREE CENTER AVENUE, N.E.

ATLANTA, GEORGIA 30303

(404) 523-5300

TELECOPIER

(404) 522-8409

THE PERKINS HOUSE  
SUITE 200

118 NORTH GADSDEN STREET  
TALLAHASSEE, FLORIDA 32301



J. BARRETT CARTER  
PARALEGAL  
DIRECT DIAL  
(404) 420-5527  
bcarter@phrd.com

March 20, 2000

**VIA FEDEX**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: Fleet Capital Corporation - Packers Acquisition Company

Dear Sir/Madam:

Enclosed for recording in the Patent and Trademark records, please find a Trademark Security Agreement between Fleet Capital Corporation and Amalie AOC, Ltd.

Also enclosed is our firm's check in the amount of \$170.00 for applicable recording fees. Should this amount be insufficient, please contact the undersigned. We have also included a self-addressed stamped envelope for your convenience in returning the recorded agreement.

If you have any questions regarding this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "J. Barrett Carter".

J. Barrett Carter  
Paralegal

Enclosures

cc: Mark E. Freitag, Esq.

{113757.1} 000052-00227

**RECORDED: 03/21/2000**

**TRADEMARK  
REEL: 002057 FRAME: 0904**