

07-06-2000

Docket No.:

26679-58



DOCUMENT ID: 101299638

Tab settings

5.26.00

101396644

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

1. Name of conveying party(ies):

Ocean Bio-Chem, Inc.

Re OFF. FINANCE

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: SouthTrust Bank

Internal Address:

Street Address: 2nd Floor, 1 East Broward Blvd

City: Fort Lauderdale State: FL ZIP: 33301

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

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 27, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,099,966      1,099,965      888,109

Additional numbers  Yes  No

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

Name: Heidi Howard Tandy, Ruden McClosky et al

Internal Address:

Street Address: 200 East Broward Blvd

City: Fort Lauderdale State: FL ZIP: 33301

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-2262

07/03/2000 DNGUYEN 00000188 182262 1099966

DO NOT USE THIS SPACE

01 FC:481 40.00 CH  
02 FC:482 50.00 CH

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.

Heidi Howard Tandy

Name of Person Signing

Signature

5/26/00  
Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002096 FRAME: 0359

11/22  
2/24/00

TRADEMARK

~~03-28-2000~~



101299638

Tab settings

To the Honorable Commissioner of Patents and

02-24-2000

Address of receiving party(ies):

1. Name of conveying party(ies):

Ocean Bio-Chem, Inc.

U.S. Patent & TMO/TM Mail Rcpt Dt. #31

Name: SouthTrust Bank

Internal Address: 2nd Fl.

Street Address: 1 East Br Blvd

City: Ft. Lauderdale State: FL ZIP: 33301

- Individual(s)
- General Partnership
- Corporation-State Florida
- Other

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

Additional names(s) of conveying party(ies)  Yes  No

If assignee is not domiciled in the United States, a domestic designation is  Yes  No  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 27, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,099,966      1,099,965      888,109

Additional numbers  Yes  No

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

Name: Heidi Howard Tandy, Ruden McClosky et al

Internal Address:

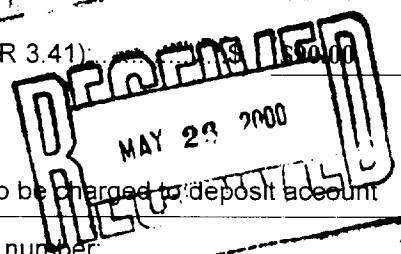
Street Address: 200 E. Broward Blvd

City: Fort Lauderdale State: FL ZIP: 33301

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41):

- Enclosed
- Authorized to be charged to deposit account



8. Deposit account number:

18-2262

03/27/2000 DCOATES 00000226 1099966

DO NOT USE THIS SPACE

01 FC:481      40.00 OP  
02 FC:482      50.00 OP

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.

Heidi Tandy

Name of Person Signing

[Signature]

Signature

2/24/00

Date

Total number of pages including cover sheet, attachments, and

8

**COLLATERAL GRANT OF SECURITY INTEREST OF PATENTS,**

**TRADEMARKS AND COPYRIGHTS**

This Collateral Grant of Security Interest of Patents, Trademarks and Copyrights (this "Agreement") is made on this 27 day of December, 1999, by and between Ocean Bio-Chem, Inc. , a Florida corporation (the "Grantor") and SouthTrust Bank, National Association (the "Grantee"),

**WHEREAS**, Grantor and certain other co-borrowers (collectively, the "Borrower") and Grantee are parties to a certain Loan and Security Agreement dated December 27, 1999 (together with all exhibits, and amendments thereto, collectively the "Loan Agreement", with the terms used but not otherwise defined herein being used with the same meaning as therein defined.)

**WHEREAS**, pursuant to that certain Loan Agreement, the Borrower has agreed to grant to Grantee a lien on and a security interest in, inter alia, all the patent, copyright and trademark rights that Borrower may have in the patents, copyrights and trademarks to the extent of the "Loan" (as defined in the Loan Agreement) and made thereunder.

**NOW THEREFORE**, in consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Security Interest of Patents.** To secure the full, complete and timely payment and satisfaction of Grantor's indebtedness with respect to the Loan owed to Grantee, Grantor hereby grants to the Grantee, to the extent permitted by law, a priority lien and security interest in and to all (i) patents, patent applications and patent rights, including, without limitation, the inventions and improvements described and claimed therein, and specifically those patents and patent applications listed on **Schedule A** attached hereto as the same may be amended to include any patents hereinafter required and patent applications hereafter filed and made a part hereof, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part hereof (all of the foregoing collectively referred to as the "Patents"), (ii) the trademarks applications and registrations listed on **Schedule B** attached hereto and made a part hereof as the same may be amended to include any trademarks hereafter acquired, trademark applications hereafter acquired, and trademark registrations hereafter

acquired and all registrations and renewals thereof, (the foregoing trademarks collectively referred to as the "Trademarks"), and (iii) the copyright registrations listed on **Schedule C** attached hereto and made a part hereof as the same may be amended to include any copyright registrations hereafter acquired, and copyrights hereafter acquired, and all registrations and renewals thereof; and (iv) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to the Patents and Trademarks, including, without limitation, damages and payments for past or future infringements, misappropriation, or breach thereof, the right to sue for past, present and future infringements, misappropriation, or breach thereof, and all rights corresponding thereto throughout the world. The Grantor shall be liable for and promptly reimburse the Grantee for all fees and costs, including reasonable attorney's fees, for the preparation, filing, recordation and releasing of all liens or assignments provided for herein.

2. **Authorization.** Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks and the Registrant for the Copyright Office record this Agreement and the interests herein granted.

3. **Covenant and Warranty of Title.** Grantor covenants and warrants that it is now the sole owner, free from the obligations of any license or encumbrance whatsoever, except as granted herein, of all of the Patents, Copyrights and Trademarks, and all of the applications and registrations for Patents, Copyrights and Trademarks assigned hereunder. Grantor further warrants that to its knowledge, no third party has interfered with, infringed upon, misappropriated or otherwise come into conflict with any Patent, Copyright or Trademark for which an interest has been granted herein, and that the conduct of Grantor does not infringe or otherwise conflict with any rights of any third party in respect of any Patent, Copyright or Trademark for which an interest has been granted herein.

4. **Restrictions on Future Assignment.** Except as permitted under the Loan Agreement, until all obligations under the Loan Agreement are deemed by Grantee to be fully satisfied, Grantor hereby agrees not to sell or assign or grant a security interest in the Patents, Copyrights and/or the Trademarks to the extent of the Loan, and Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement without prior written approval by Grantor, in Grantor's sole discretion.

5. **Grantee's Right to Sue.** From and after the occurrence and continuance of an "Event of Default" (as defined in the Loan Agreement), Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Copyrights and Trademarks, and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute and deliver any and all proper documents or information that may be necessary or desirable to aid Grantee in such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses, including reasonable attorney's fees, incurred by Grantee in the exercise of the foregoing rights.

6. **Waivers.** No course of dealing between Borrower and Grantee, nor any failure to exercise, nor any delay in exercising, on the part of Grantee, 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.

7. **Termination.** This Agreement is made for purposes of securing those "Obligations" under the Loan Agreement and upon full and complete compliance with the terms and conditions of the Loan Agreement and satisfaction of all Obligations thereunder, this Agreement shall terminate and Grantee shall execute and deliver to Grantor all agreements, assignments or instruments as may be necessary or proper to terminate Grantee's security interest in the Patents, Copyrights and Trademarks, subject to any disposition thereof which may have been made by Grantee pursuant hereto or pursuant to the Loan Agreement.

8. **Severability.** 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.

9. **Modification.** This Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.


10. **Binding Effect.** This Agreement shall be binding upon the Grantor and its respective successors and assigns, and shall inure to the benefit of Grantee, its nominees and assigns.

11. Governing Law. This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first set forth above.

COMPANY:

Ocean Bio-Chem, Inc.

By:   
Name: PETER G. DORNAN  
Title: PRES

**SCHEDULE A**

**PATENTS AND PATENT APPLICATIONS**

NONE

## SCHEDULE B

### TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK REGISTRATIONS

	<u>Name</u>	<u>Registration Application No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
1.	Star Brite	1,099,966	7/1/77	8/22/78
2.	Star Brite	1,099,965	7/1/77	8/22/78
3.	Star Brite and Design	888/109	2/24/69	3/24/70



**SCHEDULE C**

**COPYRIGHT REGISTRATIONS**

NONE