

10-11-2000

8.27 W

Form PTO-1594
1-31-92RECORD
TRAU.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101483763

To the Honorable Commissioner of Patents and Trademarks

documents or copy thereof.

1. Name of conveying party(ies):

Hvide Marine Incorporated (Successor in interest to Hvide Shipping Incorporated)

- ☐ Individual ☐ 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 Interest ☐ Change of Name
☐ Other -

Execution Date: December 15, 1999

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

A. Trademark Application No.(s)

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

Name: Bankers Trust Company

Internal Address: One Bankers Trust Plaza

Street Address: 130 Liberty Street

City: New York State: New York Zip Code: 10006

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation -
☒ Other - Collateral Agent

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

Trademark Registration No.(s)\

SEE ATTACHED SCHEDULE A

1593453

Additional numbers attached? ☒ Yes ☐ No

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

3

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

- ☐ Enclosed
☒ Authorized to be charged to deposit account

8. Deposit account number:

23-1705

(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.

Brian T. Jaenicke

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet:

1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

10/10/2000 BT011 00000168 231705 1593453

01 FC:481

40.00 CH

new york 650850 v1 [Dy76011.doc]

02 FC:482

50.00 CH

TRADEMARK
 REEL: 002152 FRAME: 0535

<u>Marks</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>
MTB and Triangle Design (Design plus words, letters and/or numbers)	1,593,453	April 24, 1990
PTE and Triangle Design (Design plus words, letters and/or numbers)	1,578,156	January 16, 1990
CATUG	1508032	October 11, 1988

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Hvide Marine Incorporated, successor in interest to Hvide Shipping Incorporated, a Delaware corporation (the "Assignor") with principal offices at 2200 Eller Drive, P.O. Box 13038, Ft. Lauderdale, FL. 33316, hereby assigns and grants to Bankers Trust Company, as Collateral Agent, with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

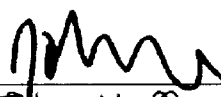
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 15, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

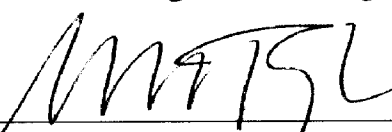
* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
the 15th day of December, 1999.

HVIDE MARINE INCORPORATED,
as Assignor

By 
Name: John H. Blankley
Title: Executive Vice-President & CFO

BANKERS TRUST COMPANY,
as Collateral Agent and Assignee

By 
Name: Marcus M. Tarkington
Title: Principal

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 15th day of December, 1999, before me personally came _____

John H. Blankley who, being by me duly sworn, did state as follows: that [s]he is Executive Vice President & CFO
of Hvide Marine Incorporated, that [s]he is authorized to execute the foregoing Assignment on
behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.



Notary Public

NATASHA L. G. BEUCHERT
Notary Public, State of New York
No. 01BE6021606
Qualified in New York County
Commission Expires March 15, 2001

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 21st day of ~~December, 1999~~^{JANUARY, 2000}, before me personally came MARCUS

TARKINGTON who, being by me duly sworn, did state as follows: that [s]he is
PRINCIPAL of Bankers Trust Company that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.

Peter W. Helf
Notary Public

PETER W. HELF
Notary Public, State of New York
No. 01HE6030586
Qualified in Suffolk County
Commission Expires September 13, 2001