
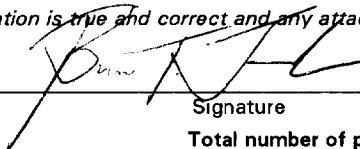


10-11-2000

Form PTO-1594 1-31-92	 <b>101484546</b>	U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <b>Hvide Marine Incorporated (Successor in Interest to Port Canaveral Towing, Inc.)</b>  <input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership - <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - State: Florida <input type="checkbox"/> Other -	2. Name and address of receiving party(ies):  Name: <u>Bankers Trust Company</u> Internal Address: <u>One Bankers Trust Plaza</u> Street Address: <u>130 Liberty Street</u> City: <u>New York</u> State: <u>New York</u> Zip Code: <u>10006</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation - _____ <input checked="" type="checkbox"/> Other - <u>Collateral Agent</u>  <small>If assignee is not domiciled in the United States, a domestic representative designation is attached:</small> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Designations must be a separate document from Assignment)</small> <small>Additional name(s) &amp; address(es) attached?</small> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No 3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Interest <input type="checkbox"/> Change of Name <input type="checkbox"/> Other -	Execution Date: <u>December 15, 1999</u>  4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>8-24-00</u>  Trademark Registration No.(s)\ <u>1,602,891</u>  Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Brian Jaenicke, Legal Assistant</u> Internal Address: <u>White &amp; Case LLP</u>  Street Address: <u>1155 Avenue of the Americas</u> City: <u>New York</u> State: <u>NY</u> ZIP: <u>10036</u>	6. Total number of applications and registration involved <span style="border: 1px solid black; padding: 2px 10px; float: right;">1</span>  7. Total fee (37 CFR 3.41): ..... \$ <u>40.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: <u>23-1705</u> (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>		
9. Statement and signature. <i>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.</i>  <div style="display: flex; justify-content: space-between;"> <div style="width: 30%;"> <u>Brian T. Jaenicke</u>            Name of Person Signing         </div> <div style="width: 40%; text-align: center;">             Signature         </div> <div style="width: 20%; text-align: right;"> <u>8/29/00</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;">         Total number of pages comprising cover sheet: <span style="border: 1px solid black; padding: 2px 10px;">1</span> </div>		
OMB No. 0651-0011 (exp. 4/94)		
Do not detach this portion		
Mail documents to be recorded with required cover sheet information to:  <div style="text-align: center;"> <b>Commissioner of Patents and Trademarks</b>  <b>Box Assignments</b>  <b>Washington, D.C. 20231</b> </div> 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.		

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**TRADEMARK**  
**REEL: 002153 FRAME: 0424**

**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 Port Canaveral Towing, Inc., a Florida 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.

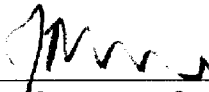
THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of December 15, 1999 (as amended from 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.

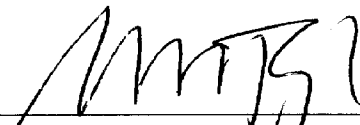
\* \* \*

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. Bankley  
Title: Executive Vice President & CFO

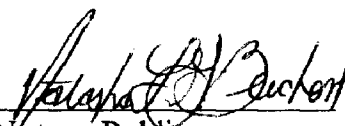
BANKERS TRUST COMPANY,  
as Collateral Agent and Assignee

By   
Name: **Marcus M. Tarkington**  
Title: **Principal**

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

On this 15<sup>th</sup> 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    )

JANUARY, 2000

On this 21<sup>st</sup> day of ~~December~~, 1999, 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

<u>Marks</u>	<u>Registration/Serial No.</u>	<u>Registration Date</u>
PTC and Triangle Design (Design plus words, letters and/or numbers)	1,602,891	June 19, 1990