

05-17-2001

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

101720102

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

OXBO INTERNATIONAL CORPORATION

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

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

2. Name and address of receiving party(ies)

Name: Manufacturers and Traders Trust Internal Company

Address:

Street Address: One M&T Plaza Buffalo NY 14240

- 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

3. Nature of conveyance:

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

Execution Date: April 25, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,400,838

Additional number(s) attached Yes No

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

Name: Woods Oviatt Gilman LLP Attn: W. Stephen Tierney, Esq. Internal Address:

Street Address: 700 Crossroads Bldg 2 State Street

City: Rochester State: NY Zip: 14614

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

40E

(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.

W. Stephen Tierney, Esq. Name of Person Signing

Signature

May 8, 2001 Date

Total number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT - SHORT FORM

TRADEMARK SECURITY AGREEMENT dated April 25, 2001 made by OXBO INTERNATIONAL CORPORATION, a Delaware corporation having its principal place of business at 7275 Batavia-Byron Road, Byron, New York 14422 (the "Grantor"), in favor of MANUFACTURERS AND TRADERS TRUST COMPANY, having its principal place of business at One M&T Plaza, Buffalo, New York 14240 (together with any successor thereto, (the "Grantee").

The Grantor is party to the Credit Agreement dated April 25, 2001 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Grantee. Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Credit Agreement or the Security Agreement referred to below.

In connection with the Credit Agreement, the Grantor and the Grantee entered into a Security Agreement dated April 25 2001 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement") pursuant to which the Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of the Grantor's rights, title and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademark applications and registrations therefor listed on Schedule A hereto (the "Trademark Collateral") and the goodwill of the business symbolized thereby.

The parties desire to record the Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Grantee as follows:

1. The Credit Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a lien on and security interest in all of its right, title, and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

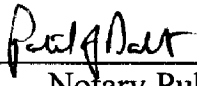
OXBO INTERNATIONAL CORPORATION

By:   
Gary C. Stich, President

STATE OF NEW YORK )  
COUNTY OF MONROE ) ss:

On this 25<sup>th</sup> day of April, 2001, before me personally came GARY C. STICH, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of OXBO INTERNATIONAL CORPORATION, a New York corporation, and that he has executed the foregoing instrument and that he had the authority to sign the foregoing instrument, and he acknowledged to me that he executed the foregoing instrument as the act and deed of said entity for the uses and purposes therein mentioned.

PATRICK J. DALTON  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires Feb. 28, 2003

  
Notary Public

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARK COLLATERAL

Trademark: Oxbo International Corporation  
Jurisdiction  
of Registration: United States Patent and Trademark Office  
Registration #: 2,400,838  
Date of Registration: October 31, 2000

{256726;}

**RECORDED: 05/10/2001**

**TRADEMARK  
REEL: 002296 FRAME: 0783**