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

101720110

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

1. Name of conveying party(ies):

BYRON ENTERPRISES, INC.

- Individual(s) Association General Partnership Limited Partnership Corporation-State (New York) 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

City: Buffalo State: NY Zip: 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 (Designations must be a separate document from assignment) Additional name(s) & address(es) 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)

1,922,531

1,403,791

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:

2

7. Total fee (37 CFR 3.41) \$ 65.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

65E

(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

4

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

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 BYRON ENTERPRISES, INC., a New York 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").

Oxbo International Corporation ("Oxbo") 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 Grantor. Capitalized terms not otherwise defined herein shall have the same meanings as specified herefor 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.

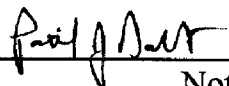
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized, as of the date first written above.

BYRON ENTERPRISES, INC.

By:   
Gary C. Stich, President

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

On the 25<sup>th</sup> day of April in the year 2001 before me, the undersigned, a Notary Public in and for said State, personally appeared Gary C. Stich personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

PATRICK J. DALTON  
Notary Public in the State of New York  
MONROE COUNTY  
Commission Expires Feb. 23, 2003

TRADEMARK SECURITY AGREEMENT

SCHEDULE A

TRADEMARK COLLATERAL

Trademark: Byron Enterprises, Inc.

Jurisdiction  
of Registration: United States Patent and Trademark Office

1. Registration #: 1,922,531  
Date of  
Registration: September 26, 1995

2. Registration #: 1,403,791  
Date of  
Registration: August 5, 1986

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