

10-22-2002



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

RECORDATION FORM TRADEMARKS ONLY

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

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):

Kamar, Inc.

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

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

2. Name and address of receiving party(ies)

Name: ImmuCell Corporation Internal Address:

Street Address: 56 Evergreen Drive

City: Portland State ME Zip: 04103

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State DE (checked), 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 (checked), Change of Name, Other

Execution Date: October 1, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2344949; 0729434; 2316312

Additional number(s) attached Yes No

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

Name: Louise Handler, Esq.

Internal Address: Day, Berry & Howard LLP

DIAZI 00000042 500546 2344949

40.00 CH 50.00 CH

Street Address: 260 Franklin Street

City: Boston State: MA Zip: 02110

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 (checked)

8. Deposit account number:

500546

DO NOT USE THIS SPACE

9. Signature.

Nancy Medina Name of Person Signing

Nancy Medina Signature

10-16-2002 Date

Total number of pages including cover sheet, attachments, and document: 13

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

## EXHIBIT A

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of October 1, 2002, (this "Agreement") made by KAMAR, INC., a Colorado corporation, (the "Debtor"), in favor of ImmuCell Corporation (the "Secured Party").

#### WITNESSETH:

**WHEREAS**, the Debtor, the Secured Party and Kamar Marketing Group, Inc., a Colorado corporation and wholly-owned subsidiary of the Secured Party ("KMG") are parties to a certain Distribution and Licensing Agreement dated as of December 3, 1993, as amended by Amendment No. 1 to Distribution and Licensing Agreement dated as of July 1, 1998 and as further amended by Amendment No. 2 to Distribution and Licensing Agreement dated as of September 28, 2000 (the "Distribution Agreement");

**WHEREAS**, the Debtor, the Secured Party, and KMG have entered into a certain Termination of Distribution and Licensing Agreement, to terminate the Distribution Agreement and dated as of October 1, 2002 (the "Termination Agreement");

**WHEREAS**, the Secured Party's willingness to enter into the Termination Agreement and terminate the Distribution Agreement thereunder is subject to the condition, among others, that the Debtor executed and deliver this Trademark Security Agreement; and

**NOW, THEREFORE**, in consideration of the premises and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party under the Termination Agreement, the Debtor hereby agrees, for the benefit of the Secured Party as follows:

#### 1. DEFINITIONS; RULES OF INTERPRETATION.

1.1 For the purposes of this Agreement, the following terms shall have the following meanings. In addition, the following terms shall also have any meanings set forth elsewhere in this Agreement.

"Associated Goodwill" shall mean all goodwill of the Debtor or its businesses, products and services appurtenant to, associated with or symbolized by the Trademarks and/or the use thereof.

"Event of Default" shall have the meaning set forth in Section 1 hereof.

"Obligations" shall mean the obligations of the Debtor under the Termination Agreement.

**“Proceeds”** shall mean any consideration received from the sale, exchange, license, lease or other transfer or disposition of any right, interest, asset or property which constitutes Trademark Collateral, any value received as a consequence of the ownership, possession, or use of any Trademark Collateral, and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any right, interest, asset or property which constitutes Trademark Collateral.

**“PTO”** shall mean the United States Patent and Trademark Office.

**“Related Assets”** shall mean the Kamar® Heatmount® Detector product and all assets, rights and interests of the Debtor which uniquely reflect or embody the Associated Goodwill, including but not limited to the following: all patents, inventions, copyrights, trade secrets, confidential information, customer lists, supplier lists, formulae, algorithms, methods, processes, compounds, know-how, operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision, licensing and sale of goods or services under or in association with any of the Trademarks, and all books and records describing or used in connection with any or all of the foregoing.

**“Trademark Collateral”** shall mean all of the Debtor’s right, title and interest (to the extent the Debtor has any such right, title or interest) in and to all of the Trademarks, the Trademark Registrations, the Trademark Rights, the Associated Goodwill, the Related Assets, and all additions, improvements and accessions to, substitutions for, replacements of, and all products and Proceeds (including insurance proceeds) of any and all of the foregoing.

**“Trademark Registrations”** shall mean all past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Debtor or the Secured Party, and to take any and all actions necessary or appropriate to maintain such registrations in effect and/or renew and extend such registrations.

**“Trademark Rights”** shall mean any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including but not limited to the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Debtor or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Registrations, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury.

**“Trademarks”** shall mean all of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade

styles, elements of package or trade dress, and/or other source and/or product or service identifiers, and general intangibles of like nature, used or associated with or appurtenant to the products, services and business of the Debtor, including, without limitation, (i) the Trademark Registrations which are set forth on Schedule A attached hereto, or (ii) have been adopted, acquired, owned, held or used by the Debtor and are now owned, held or used by the Debtor, in the Debtor's businesses, or with the Debtor's products and services, or in which the Debtor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and/or used by the Debtor in its businesses or with its products and services, or in which the Debtor in the future acquires any right, title or interest.

"UCC" shall mean the Uniform Commercial Code of the State of Colorado.

"Use" of any Trademark shall include all uses of such Trademark by, for or in connection with the Debtor or its businesses or for the direct or indirect benefit of the Debtor or its businesses, including but not limited to all such uses by the Debtor itself, by any of the affiliates of the Debtor, or by any licensee or contractor of the Debtor.

1.2 UCC Terms. Unless otherwise defined herein, the terms used in Article 9 of the UCC are used herein as therein defined.

## 2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

2.1 Grant of Security Interest. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations, the Debtor hereby unconditionally grants to the Secured Party a continuing security interest in and first priority lien on the Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Trademark Collateral to the Secured Party.

### 2.2 Collateral Assignment.

(a) In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Trademark Collateral provided in Section 2.1, the Debtor hereby grants, assigns, transfers, conveys and sets over to the Secured Party its entire right, title and interest in and to the Trademark Collateral; provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only upon the sale or other disposition of or foreclosure upon the Trademark Collateral pursuant to Article 9 of the UCC (including the transfer or other disposition of the Trademark Collateral by the Debtor to the Secured Party in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment."

(b) In no event shall this Agreement, the Section 2.2 Assignment of the Trademark Collateral hereunder, or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the attachment and perfection of such security interest under the UCC.

2.3 Effect of Section 2.2 Assignment. Upon the effectiveness of the Section 2.2 Assignment, the Secured Party shall own the entire right, title and interest in and to the Trademark Collateral, free and clear of any lien, charge, encumbrance or claim of the Debtor or

any other party. Upon such effectiveness, in addition to all other rights and remedies of the Secured Party, whether under law or otherwise (all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without notice to or consent by the Debtor except as expressly provided otherwise herein), the Secured Party's rights and remedies with respect to the Trademark Collateral, shall include but not be limited to the following, without payment of royalty or compensation of any kind to the Debtor except as expressly provided otherwise herein:

(a) the Secured Party may exercise, in respect of the Trademark Collateral, all the rights and remedies of a secured party upon default under the UCC (whether or not UCC applies to the affected Trademark Collateral) or other law applicable to any part of the Trademark Collateral;

(b) the Secured Party may use the Trademark Collateral for all purposes for which such Trademark Collateral is registered at the PTO; and

(c) the Secured Party may, to the same extent that the Debtor has the right to do so immediately prior to the effectiveness of the Section 2.2 Assignment, license or sublicense, whether general, special or otherwise and whether on an exclusive or nonexclusive basis, any of the Trademark Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine.

2.4 Instruments of Assignment. In addition to the foregoing, in order to implement the assignment, sale, transfer or other disposition of any of the Trademark Collateral pursuant to Section 2.3 hereof, the Secured Party may, pursuant to the authority granted in the power of attorney provided in Section 7 hereof (such authority becoming effective upon the occurrence and during the continuation of an Event of Default), execute and deliver on behalf of the Debtor one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in any jurisdiction or country.

2.5 Effect of Section 2.2 Assignment - Debtor's Obligations.

(a) Upon the effectiveness of the Section 2.2 Assignment provided herein, the Debtor shall not have any right, title or interest in or to any of the Trademark Collateral, and the Debtor shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Secured Party, deliver to the Secured Party (or the Secured Party's designee) all unused or unsold goods bearing the Trademarks. This provision is not intended to terminate any licenses and rights theretofore granted by the Debtor in accordance with and as permitted by the terms of this Agreement.

(b) In addition, upon the effectiveness of the Section 2.2 Assignment provided herein, upon the written demand of the Secured Party, the Debtor shall execute and deliver to the Secured Party an assignment or assignments of the Trademark Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of the Debtor to comply with such demand will not impair or affect the validity of the Section 2.2 Assignment.

2.6 No Obligations of the Secured Party. Nothing herein contained shall be construed as obligating the Secured Party to take any of the foregoing actions at any time.

3. **AUTHORIZATION TO FILE FINANCING STATEMENTS.** The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time singly to execute and file in any UCC jurisdiction any initial financing statements and amendments thereto without execution by the Debtor that (a) indicate the Trademark Collateral (i) as all assets of the Debtor or words of similar effect, regardless of whether any particular asset comprised in the Trademark Collateral falls within the scope of Article 9 of the UCC, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including whether the Debtor is an organization, the type of organization and any organization identification number issued to the Debtor.

4. **REPRESENTATIONS AND WARRANTIES.** The Debtor represents and warrants to, and covenants and agrees with, the Secured Party, as follows:

4.1 Schedules of Trademarks. Set forth on Schedule A hereto is a true and complete list of all presently owned Trademarks and Trademark Registrations of the Debtor.

4.2 Title. The Debtor is and, to the extent deemed necessary or appropriate by the Debtor in its reasonable business judgment, will continue to be the sole and exclusive owner of the entire legal and beneficial right, title and interest in and to the Trademark Collateral and Trademarks (except for licenses and rights granted in the ordinary course of business) and sufficient Trademark Collateral to preserve its rights in the Trademarks, free and clear of any lien, charge, security interest or other encumbrance, except for the security interest and conditional assignment created by this Agreement and the Termination Agreement. To the extent deemed necessary or appropriate by the Debtor in its reasonable business judgment, the Debtor will defend its right, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties.

4.3 Validity and Enforceability. The Trademarks and the Trademark Registrations and Trademark Rights related thereto are subsisting, and have not been adjudged invalid or unenforceable; to the best of the Debtor's knowledge and belief, all of the Trademarks and the Trademark Registrations and Trademark Rights related thereto are valid and enforceable; the Debtor has not received any written claim by any third party that any of the Trademarks and the Trademark Registrations and Trademark Rights related thereto are invalid or unenforceable.

4.4 Exclusive Right to Use. To the best of the Debtor's knowledge and belief, the Debtor has, and shall continue to have, the exclusive right to use all the Trademarks in the manner in which they are now used, with the goods and services with which they are now used (and, in the case of registered Trademarks, for which they are registered), and throughout the geographic areas in which they are now used (and, in the case of registered Trademarks, throughout the jurisdictions in which they are registered), free and clear of any liens, charges, encumbrances, claims or rights of any third party, or restrictions on the rights of the Debtor to protect or enforce any of its Trademark Rights against any third party.

4.5 No Financing Statements, etc. There is not on file in any governmental or regulatory authority, agency or recording office, in the United States or to the Debtor's knowledge in any foreign country, any effective financing statement, security agreement, assignment, license or transfer or notice of any of the foregoing (other than those that have been filed in favor of the Secured Party) covering any of the Trademark Collateral, and the Debtor is not aware of any such filing, other than those for which duly executed termination statements have been or will be delivered to the Secured Party. So long as this Agreement shall be in effect, the Debtor shall not execute or knowingly permit to be on file in any such office or agency any such financing statement or other document or instrument (except financing statements or other documents or instruments filed or to be filed in favor of the Secured Party).

4.6 After-Acquired Trademark Collateral. The Debtor agrees that, upon its commencement of Use of or acquisition of any right, title or interest in or to any Trademark, Trademark Registration or Trademark Right (including any variations or new versions of such scheduled Trademarks, Trademark Registrations and Trademark Rights), or upon commencement of Use of any Trademark with (or the addition to any Trademark Registration of) any new class of goods or services, the provisions of this Agreement shall automatically apply thereto. The Secured Party shall be authorized to amend Schedule A as appropriate, to include additional Trademark Registrations without the necessity for either Debtor's approval of or signature to such amendment, and the Debtor shall do all such other acts (at its own expense) deemed necessary or appropriate by the Secured Party to implement and preserve the Secured Party's interest therein (including but not limited to executing and delivering, and recording in all places where this Agreement or notice hereof is recorded, an appropriate counterpart of this Agreement). Any additional Trademarks, Trademark Registrations and Trademark Rights shall be automatically included in the "Trademarks," "Trademark Registrations" and "Trademark Rights" as defined herein. Upon the registration of a new Trademark, the Debtor shall provide to the Secured Party a new Schedule A which shall amend, supplement or otherwise modify and update the prior Schedule to the then current date, and such updated Schedule A shall automatically be deemed to be a part of this Agreement.

4.7 Debtor's Name. The Debtor represents and warrants that the Debtor is a corporation, duly organized and existing under the laws of the State of Colorado and the Debtor's exact legal name is as set forth in the Recitals of this Agreement. The Debtor covenants with the Secured Party as follows: (a) without providing at least 30 days prior written notice to the Secured Party, the Debtor will not change its name; its place of business or, if more than one, its chief executive office; or its mailing address or organizational identification number if it has one, (b) if the Debtor does not have an organizational identification number and later obtains one, the Debtor shall forthwith notify the Secured Party of such organizational identification number, and (c) the Debtor will not change its type of organization, jurisdiction of organization or other legal structure.

5. **RIGHTS OF AND LIMITATIONS ON THE SECURED PARTY.** It is expressly agreed by the Debtor that the Debtor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademark Collateral. The Secured Party shall not have any contractual obligation or liability under or in relation to the Trademark Collateral by reason of, or arising out of, this Agreement and the Secured Party's rights hereunder, or the assignment by the Debtor to the Secured Party of, or the receipt by the

Secured Party of, any payment relating to any Trademarks, nor shall the Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of the Debtor relating to the Trademark Collateral or be liable to any party on account of the Debtor's use of the Trademark Collateral, and the Debtor will save, indemnify and keep the Secured Party harmless from and against all expense, loss or damage (including reasonable attorneys fees and expenses) suffered in connection with such obligations or use or suffered in connection with any suit, proceeding or action brought by the Secured Party in connection with any Trademark Collateral.

6. **PRESERVATION OF TRADEMARK COLLATERAL; COOPERATION OF THE DEBTOR.** Without limiting the obligations of the Debtor under the Termination Agreement, and to the extent deemed necessary or appropriate by the Debtor in its reasonable business management, the Debtor shall take such actions as are necessary to preserve and maintain its rights in and to the Trademark Collateral and, to the extent deemed necessary or appropriate by the Debtor in its reasonable business judgment, the Debtor will defend its rights, title and interests in and to the Trademarks and the Trademark Collateral against any and all claims of any third parties. Upon the request of the Secured Party, the Debtor shall execute, acknowledge and deliver all documents and instruments and take such other actions, including without limitation testifying in any legal or administrative proceedings, as may be necessary or desirable to preserve or enforce its rights in and to the Trademark Collateral or to accomplish the purposes of this Agreement.

7. **THE SECURED PARTY'S APPOINTMENT AS ATTORNEY-IN-FACT.**

7.1 **Appointment of the Secured Party.** The Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or in its own name, from time to time in the Secured Party's discretion, upon and during the continuance of an Event of Default, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Secured Party the power and right, on behalf of the Debtor, without notice to or assent by the Debtor, to do the following:

(a) to apply for and prosecute any applications for recording or registrations of any Trademark Collateral, and to file any affidavits or other documents necessary or desirable to preserve, maintain or renew any such registrations;

(b) to assign, sell or otherwise dispose of all or any part of the Debtor's right, title and interest in and to the Trademark Collateral, including without limitation the Trademarks listed on Schedule A, and all registrations and recordings thereof and pending applications therefor, provided that the Secured Party will give the Debtor not less than ten (10) days' prior written notice of the time and place of any sale or intended disposition thereof;

(c) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Trademark; to



defend any suit, action or proceeding brought against the Debtor with respect to any Trademark Collateral; to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Secured Party may deem appropriate;

(d) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Trademarks as fully and completely as though the Secured Party were the absolute owner thereof for all purposes provided that the Secured Party will give the Debtor not less than ten (10) days' prior written notice of the time and place of any sale or intended disposition thereof;

(e) to do, at the Secured Party's option and the Debtor's expense, at any time or from time to time, all acts and things that the Secured Party deems necessary to protect, preserve or realize upon the Trademark Collateral and the Secured Party's security interests therein, in order to effect the intent of this Agreement; and

(f) to execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as the Secured Party may in its sole discretion determine.

The Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

7.2 No Duty or Obligation. The powers conferred on the Secured Party hereunder are solely to protect the interests of the Secured Party in the Trademark Collateral and shall not impose any duty upon the Secured Party to exercise any such powers. The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for its own willful misconduct taken or omitted in bad faith.

## 8. PERFORMANCE BY THE SECURED PARTY OF THE DEBTOR'S OBLIGATIONS, INDEMNIFICATION.

8.1 The Secured Party's Actions. If the Debtor fails to perform or comply with any of its agreements contained herein and the Secured Party, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Secured Party incurred in connection with such performance or compliance shall be paid by the Debtor on demand.

8.2 Indemnification. The Debtor shall indemnify and hold harmless the Secured Party from and against, and shall pay to the Secured Party on demand, any and all claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities of any kind or nature (except those resulting from the Secured Party's gross negligence or willful misconduct) arising in any way out of or in connection with this Agreement, the Trademark Collateral, custody, preservation, use, operation, sale, license (or other transfer or disposition) of the Trademark Collateral, any alleged infringement of the intellectual property rights of any third party, the production, marketing, delivery and sale of the goods and services

provided under or in connection with any of the Trademarks or the Trademark Collateral, the sale of, collection from or other realization upon any of the Trademark Collateral, the failure or omission of the Debtor to perform or observe any of the provisions hereof, or matters arising in connection with this Agreement and its obligations hereunder. The Debtor shall also indemnify and hold harmless the Secured Party against any claims, actions, suits, judgments, penalties, losses, damages, costs, disbursements, expenses, obligations or liabilities arising out of or in connection with any fault, negligence, act or omission of the Debtor in connection with this Agreement and its obligations hereunder (regardless of whether such fault, negligence, act or omission occurred or occurs prior to or after such effectiveness). The Debtor shall not make any claim against the Secured Party for or in connection with the exercise or enforcement by the Secured Party of any right or remedy granted to it hereunder, or any action taken or omitted to be taken by the Secured Party hereunder (except for the gross negligence or willful misconduct of the Secured Party).

9. **EVENTS OF DEFAULT.** The occurrence of any of the following shall constitute an Event of Default:

- (a) The failure of the Debtor to pay any amount on the date or in the manner required hereunder;
- (b) The default of the Debtor in the due performance or observance of any other covenant, condition or provision to be performed or observed by it hereunder; or
- (c) The occurrence of an event of default under the Termination Agreement.

10. **REMEDIES, RIGHTS UPON DEFAULT.** If an Event of Default occurs and is continuing:

- (a) the Secured Party may exercise for the benefit of the Secured Party, in addition to all other rights and remedies granted in the Termination Agreement, in this Agreement, and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC.
- (b) To the extent that it may lawfully do so, the Debtor agrees that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or of any appraisal, valuation, stay, extension or redemption laws, or any law permitting it to direct the order in which the Trademarks or any part thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Agreement or the Obligations and hereby expressly waives all benefit or advantage of any such laws and covenants that it will not hinder, delay or impede the execution of any power granted or delegated to the Secured Party in this Agreement, but will suffer and permit the execution of every such power as though no such laws were in force.
- (c) The Debtor shall be responsible for any and all reasonable expenses, including reasonable attorneys' fees and expenses, incurred or paid by the Secured Party in protecting or enforcing any rights of the Secured Party hereunder. The Secured Party shall also have the right to pay all other sums deemed necessary or desirable by it for the preservation and protection of the Trademarks, or for the realization thereupon, including taxes, insurance,

application and renewal fees, and any other fees or costs. All such sums so paid by the Secured Party shall be "Obligations" within the meaning of this Agreement, due upon demand.

11. **NO WAIVER BY SECURED PARTY, ETC.** The Secured Party shall not be deemed to have waived any of its rights upon or under the Obligations or the Trademark Collateral unless such waiver shall be in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to the Obligations or the Trademark Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as the Secured Party deems expedient.

12. **SPECIFIC ENFORCEMENT.** Due to the unique nature of the Trademark Collateral, and in order to preserve its value, the Debtor agrees that the Debtor's agreements, duties and obligations under this Agreement shall be subject to specific enforcement and other appropriate equitable orders and remedies.

13. **GOVERNING LAW; CONSENT TO JURISDICTION. THIS AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MAINE.** The Debtor agrees that any suit for the enforcement of this Agreement may be brought in the courts of the State of Maine or any federal court sitting therein and consents to the nonexclusive jurisdiction of such court and to service of process in any such suit being made upon the Debtor by mail at the address of their principal executive office. The Debtor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

14. **WAIVER OF TRIAL BY JURY. THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT, THE DISTRIBUTION AGREEMENT AND THE TERMINATION AGREEMENT, OR AS TO THE VALIDITY, PROTECTION, INTERPRETATION, ADMINISTRATION, COLLECTION OR ENFORCEMENT HEREOF OR THEREOF OR PURSUANT TO THE TERMINATION AGREEMENT, OR ANY OTHER CLAIM OR DISPUTE HOWSOEVER ARISING BETWEEN THE DEBTOR AND THE SECURED PARTY.**

15. **MISCELLANEOUS.** The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Debtor and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Debtor acknowledges receipt of a copy of this Agreement. This Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

KAMAR, INC.

Name: Carl Vail

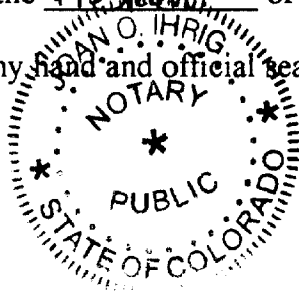
Title: President

STATE OF COLORADO

COUNTY OF Route

The foregoing instrument was acknowledged before me this 2 day of OCT, 2002, by Carl Vail as the President of KAMAR, INC.

Witness my hand and official seal.



Notary Public

My commission expires: 10-5-05

SCHEDULE A

TRADEMARKS, TRADEMARK REGISTRATIONS, SERVICE MARKS

1. KAMAR, INC.:

A. Trademarks Registered at Federal Level:

<u>Trademark</u>	<u>Date Registered</u>	<u>Registration Number</u>	<u>Serial Number</u>
KAMAR	April 25, 2000	2344949	75606122
KAMAR	April 3, 1962	0729434	72123988
HEATMOUNT	February 8, 2000	2316312	75606123

B. Trademarks Registered at State Level: