

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marwil, Inc.		09/30/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HSBC BANK CANADA		
<b>Street Address:</b>	500 Rene-Levesque Blvd. West		
<b>City:</b>	Montreal		
<b>State/Country:</b>	QUEBEC		
<b>Postal Code:</b>	H2Z1W7		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2592216	MARWIL PRODUCTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(514)866-2241		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(514) 878-8875		
<b>Email:</b>	johanne.dion@fmc-law.com		
<b>Correspondent Name:</b>	Johanne Dion		
<b>Address Line 1:</b>	1 Place Ville-Marie, 39th Floor		
<b>Address Line 4:</b>	Montreal, QUEBEC H3B 4My6		
<b>NAME OF SUBMITTER:</b>	Johanne Dion		
<b>Signature:</b>	DIONJ/20051005/MARWIL		
<b>Date:</b>	10/05/2005		

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Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

In consideration of **HSBC BANK CANADA**, a bank governed by the Bank Act (Canada) and having an office at 500 René-Lévesque Blvd. West, Montréal QC H2Z 1W7, Canada, (the "Secured Party") heretofore or hereafter (1) extending or agreeing to extend any credit or other financial accommodation to or relying on any guaranty, endorsement or other assurance of payment of **MARWIL, INC.**, a corporation organized under the law of Florida and having its chief executive office at 3100 Camp Road, Oviedo, Florida 32765, (the "Debtor") or (2) agreeing to any direct or indirect extension, renewal, refinancing or other modification or replacement of or waiving or forbearing from exercising any right, remedy or power relating to any obligation heretofore or hereafter arising or accruing as a result of any such credit or other financial accommodation, and for other valuable consideration, the receipt of which is acknowledged, the Debtor agrees with the Secured Party as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Agreement, including its preamble and recitals, have the meanings provided in that certain Security Agreement dated as of the date hereof made by the Debtor in favor of the Secured Party, as the same may be amended, supplement, restated or otherwise modified from time to time.

**SECTION 2. Grant of Security Interest.** The Debtor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to Secured Party, and hereby grants to the Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Debtor (the "Trademark Collateral");

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Debtor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

**SECTION 3. Security Agreement.** This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

**SECTION 4. Representations and Warranties.** Except as otherwise disclosed to the Secured Party in writing, the Debtor represents and warrants, with respect to the Trademark Collateral:

- (a) such Trademark Collateral is valid, subsisting, unexpired and enforceable and has not been abandoned or adjudged invalid or unenforceable, in whole or in part;
- (b) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral and no claim has been made that the use of such Trademark Collateral does or may, conflict with, infringe, misappropriate, dilute, misuse or otherwise violate any of the rights of any third party;
- (c) the Trademark Collateral described in Schedule I constitutes all of the registered Trademarks, pending Trademark applications and Trademark applications in preparation owned by the Debtor and all Trademark licenses that have been granted to or by the Debtor as of the date hereof;
- (d) the Debtor has made all necessary filings and recordations to protect its interest in such Trademark Collateral, including recordations of all of its interests in the Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world, and, to the extent necessary, has used proper statutory notice in connection with its use of any material Trademark in any of the Trademark Collateral;
- (e) to the Debtor's knowledge, no third party is infringing upon any Trademark Collateral owned or used by the Debtor in any material respect, or any of its respective licensees;
- (f) no settlement or consents, covenants not to sue, nonassertion assurances, or releases have been entered into by the Debtor or to which the Debtor is bound that adversely affects its rights to own or use any Trademark Collateral except as would not result in a material impairment of any of the Trademark Collateral, in any case individually or in the aggregate;
- (g) the Debtor has not made any previous assignment, sale, transfer or agreement constituting a present or future assignment, sale or transfer of any Trademark Collateral for purposes of granting a security interest or as Collateral that has not been terminated or released;
- (h) the Debtor uses adequate standards of quality in the manufacture, distribution, and sale of all products sold and in the provision of all services rendered under or in connection with all Trademarks and has taken all commercially reasonable action necessary to insure that all licensees of the Trademarks owned by the Debtor use such adequate standards of quality;
- (i) the consummation of the transactions contemplated hereby will not result in the termination or material impairment of any of the Trademark Collateral; and
- (a) each Debtor owns directly or is entitled to use by license or otherwise, all Trademarks, licenses, technology, know-how, processes and rights with respect to any of the foregoing used in, necessary for or of importance to the conduct of the Debtor's business.

**SECTION 5. Covenants.** The Debtor covenants and agrees that, until the payment in full of the Obligations and the termination of this Agreement, the Debtor will perform and comply with the following provisions:

- (j) the Debtor shall pursue the registration and maintenance of each material Trademark now or hereinafter included in the Trademark Collateral, including the payment of required fees and taxes, the filing of responses to Office Actions issued by the U.S. Patent and Trademark Office, the U.S. Copyright Office or other Governmental Authorities, the filing of applications for renewal or extension, the filing of affidavits under Sections 8 and 15 of the U.S. Trademark Act, the filing of divisional, continuation, continuation-in-part, reissue and renewal applications or extensions, the payment of maintenance fees and the participation in interference, reexamination, opposition, cancellation, infringement and misappropriation proceedings;

(k) Upon obtaining rights to any new registered Trademarks, pending Trademark applications, Trademark applications in preparation or upon granting rights to or being granted rights under any Trademark licenses, the Debtor shall provide to the Secured Party an updated Schedule I including such new Trademark Collateral;

(l) the Debtor shall not, without the written consent of the Secured Party, discontinue use of or otherwise abandon any Trademark Collateral, or abandon any right to file an application for Trademark, unless the Debtor shall have previously determined that such use or the pursuit or maintenance of such Trademark Collateral is no longer desirable in the conduct of the Debtor's business and that the loss thereof is of negligible economic value to the Debtor, and, to the extent necessary, such Debtor shall use proper statutory notice in connection with its use of any material Trademark constituting a part of any of the Trademark Collateral;

(m) the Debtor will not permit any of its licensees to (A) fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use, (B) fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral, (C) fail to employ all of the Trademark Collateral registered with any federal or state or foreign authority with an appropriate notice of such registration, (D) adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral, (E) use any of the Trademark Collateral registered with any federal, state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made or (F) do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable, unless, at any time other than following the occurrence and during the continuance of an Event of Default, the Debtor shall reasonably and in good faith determine that any of such Trademark Collateral is of negligible economic value to the Debtor;

(n) such Debtor shall promptly notify the Secured Party if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any foreign counterpart thereof or any court) regarding the Debtor's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same;

(o) in no event will the Debtor or any of its agents, employees, designees or licensees file an application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, unless it promptly informs the Secured Party, and upon request of the Secured Party, executes and delivers all agreements, instruments and documents as the Secured Party may request to evidence the Secured Party's security interest in such Trademark Collateral; and

(p) the Debtor will take all necessary steps, including in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of, the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a) or (b)).

**SECTION 6. Acknowledgment.** The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**SECTION 7. Security Document.** This Agreement is executed in connection with the Security Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

**SECTION 8. Governing Law.** This Agreement shall be governed by the internal law of the State of New York without regard to the law of any other jurisdiction.

SECTION 8. Governing Law. This Agreement shall be governed by the internal law of the State of New York without regard to the law of any other jurisdiction.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Dated: September 30, 2005

MARWIL, INC.

By: \_\_\_\_\_

  
Julian K. Haller, President

SCHEDULE I  
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US	MARWIL PRODUCTS	2592216	07-09-2002

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
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Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Docket No.</u>	<u>Filing Date</u>	<u>Expected Products/ Services</u>
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Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>	<u>Effective Expiration Date</u>
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