

**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>      |
| Prospect Enterprises, Inc.       |  | 12/21/2006            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>      |  |                       |                         |
| <b>Name:</b>                     | General Electric Capital Corporation   |                       |                         |
| <b>Street Address:</b>           | 350 South Beverly Drive, Suite 200   |                       |                         |
| <b>City:</b>                     | Beverly Hills  |                       |                         |
| <b>State/Country:</b>            | CALIFORNIA   |                       |                         |
| <b>Postal Code:</b>              | 90212  |                       |                         |
| <b>Entity Type:</b>              | CORPORATION: DELAWARE  |                       |                         |
| <b>PROPERTY NUMBERS Total: 3</b> |  |                       |                         |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>      |                         |
| Registration Number:             | 2097553  | KANSAS MARINE CO.     |                         |
| Registration Number:             | 2164440  | SEA HARBOR            |                         |
| Registration Number:             | 0851568  | CHOICE OF SEA         |                         |
| <b>CORRESPONDENCE DATA</b>       |  |                       |                         |
| <b>Fax Number:</b>               | (202)223-2085  |                       |                         |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                       |                         |
| <b>Phone:</b>                    | 202-861-3900   |                       |                         |
| <b>Email:</b>                    | dctrademarks@dlapiper.com  |                       |                         |
| <b>Correspondent Name:</b>       | Thomas E. Zutic, Esq. - DLA PIPER US LLP   |                       |                         |
| <b>Address Line 1:</b>           | 1200 Nineteenth Street, NW   |                       |                         |
| <b>Address Line 4:</b>           | Washington, DISTRICT OF COLUMBIA 20036-2412  |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>   | 228202-16028   |                       |                         |
| <b>NAME OF SUBMITTER:</b>        | Thomas E. Zutic, Esq.  |                       |                         |
| <b>Signature:</b>                | /Thomas E. Zutic/  |                       |                         |

OP \$90.00 2097553

Date:

02/23/2007

**Total Attachments: 5**

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## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 21, 2006, between PROSPECT ENTERPRISES, INC., a California corporation ("Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation ("Lender").

### RECITALS

A. Pursuant to that certain Credit Agreement of even date herewith by and among Grantor, the other credit parties party thereto, and Lender (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lender has agreed to make certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lender to extend such financial accommodations as provided for in the Credit Agreement, Grantor has agreed to execute and deliver to Lender that certain Security Agreement of even date herewith made by Grantor in favor of Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

C. Pursuant to the Security Agreement, Grantor is required to execute and deliver to Lender this Patent, Trademark and Copyright Security Agreement. These Recitals shall be construed as part of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the Obligations, Grantor hereby grants, mortgages and pledges to Lender a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, Grantor (including under any trade names, styles or divisions of Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

- (a) all of Grantor's Patents and Patent Licenses to which it is a party, including those referred to in Part A to Schedule I hereto;
- (b) all of Grantor's Trademarks and Trademark Licenses to which it is a party, including those referred to in Part B to Schedule I hereto;
- (c) all of Grantor's Copyrights and Copyright Licenses to which it is a party, including those referred to in Part C to Schedule I hereto;
- (d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing; and

(f) all Proceeds of the foregoing, including (i) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to any Person from time to time with respect to any of the foregoing, (ii) any and all payments (in any form whatsoever) made or due and payable to any Person from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the foregoing by any Governmental Authority (or any Person acting under color of Governmental Authority), (iii) any claim of any Person against third parties for (A) past, present or future infringement of any Patent or Patent License, (B) past, present or future infringement of any Copyright or Copyright License, (C) past, present or future infringement or dilution of any Trademark or Trademark License, or (D) injury to the goodwill associated with any Trademark or Trademark License, (iv) any recoveries by any Person against third parties with respect to any litigation or dispute concerning any of the foregoing, and (v) any and all other amounts from time to time paid or payable under or in connection with any of the foregoing, upon disposition or otherwise.

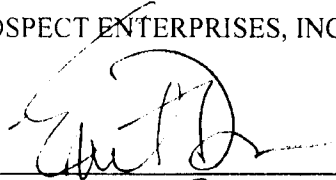
3. Security Agreement. The Lien granted pursuant to this Agreement is granted in conjunction with the Liens granted to Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Liens granted under this Agreement are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**"Grantor"**

PROSPECT ENTERPRISES, INC.

By:   
Name: ERNEST DEMAKI  
Title: CHAIRMAN

Agreed and Acknowledged by:

**"Lender"**

GENERAL ELECTRIC CAPITAL  
CORPORATION

By: \_\_\_\_\_  
Patricia Green  
Duly Authorized Signatory

IN WITNESS WHEREOF, the parties have executed this Patent, Trademark and Copyright Security Agreement as of the date first set forth above.

**"Grantor"**


PROSPECT ENTERPRISES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Agreed and Acknowledged by:

**"Lender"**

GENERAL ELECTRIC CAPITAL  
CORPORATION

By:   
Patricia Green  
Duly Authorized Signatory

**SCHEDULE I**

to

**PATENT, TRADEMARK AND  
COPYRIGHT SECURITY AGREEMENT**

(PART A)

**PATENTS**

None

(PART B)

**TRADEMARKS**

| <i>Owner</i>               | <i>Trademark</i>  | <i>File Date</i>   | <i>Registration Date</i> | <i>Registration Number</i> |
|----------------------------|-------------------|--------------------|--------------------------|----------------------------|
| Prospect Enterprises, Inc. | Kansas Marine Co. | September 13, 1996 | September 16, 1997       | 2097553                    |
|                            | Sea Harbor        | April 15, 1996     | June 9, 1998             | 2164440                    |
|                            | Choice of Sea     | November 15, 1967  | June 25, 1968            | 0851568                    |

(PART C)

**COPYRIGHTS**

None