

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

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

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

KELME USA, INC., a subsidiary of Industrias Del Calzado Y Prendas Deportivas, S.L. - Spain

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation- State: Florida
- Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance )/Execution Date(s) :**

Execution Date(s) December 2, 2003

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other \_\_\_\_\_

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Fifth Third Bank

Internal \_\_\_\_\_

Address: \_\_\_\_\_

Street Address: 111 Lyon Street, N.W.

City: Grand Rapids

State: MI

Country: U.S.A. Zip: 49503

- Association    Citizenship \_\_\_\_\_
- General Partnership    Citizenship \_\_\_\_\_
- Limited Partnership    Citizenship \_\_\_\_\_
- Corporation    Citizenship United States
- Other \_\_\_\_\_    Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1045980, 1856808

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: MARK D. BOWEN, ESQ.

Internal Address: Stearns Weaver Miller, et al.

Street Address: 200 E. Las Olas Boulevard

Suite 2100

City: Ft. Lauderdale

State: Florida Zip: 33301

Phone Number: (954) 462-9500

Fax Number: (954) 462-9567

Email Address: Mbowen@swmwvas.com

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 80.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

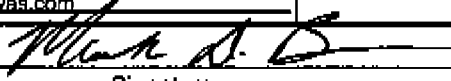
**8. Payment Information:**

a. Credit Card    Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 501708

Authorized User Name Mark D. Bowen

**9. Signature:**



Signature

4/20/2007

Date

MARK D. BOWEN

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$65.00 501708 1045980

**SECURITY AGREEMENT**  
(Business Assets)

Date: December 2, 2003

**KELME USA, INC.**, a Florida corporation (hereinafter referred to as "Borrower"), and **FIFTH THIRD BANK, FLORIDA** (hereinafter referred to as "Lender") agree as follows:

1. **Security Interest.** In consideration of the extension of credit made by the Lender to Borrower in the amount of **THREE MILLION (\$3,000,000.00) DOLLARS**, as evidenced by that certain Revolving Promissory Note ("Note") executed of even date herewith, the Borrower hereby pledges to the Lender and gives the Lender a continuing and unconditional security interest (the "Security Interest") in the following described property, in all increases and profits therefrom, in all substitutions therefor, and in all proceeds thereof in any form (the "Collateral"):

All property described in Exhibit "A" attached hereto  
and incorporated herein by virtue of this reference.
2. **Indebtedness Secured.** This Agreement and the Security Interest created hereby secures payment of the Note and all other obligations of any kind owing to the Lender pursuant to the terms of the loan documents executed and delivered to the Lender in conjunction herewith (the "Indebtedness").
3. **Warranties of Borrower.** The Borrower represents and warrants and so long as the Indebtedness remains unpaid shall be deemed continuously to represent and warrant that:
  - a. each item constituting the Collateral is genuine and in all respects what it purports to be;
  - b. Borrower is the owner of the Collateral free of all security interests or other encumbrances except the Security Interest; and
  - c. Borrower is authorized to enter into this Security Agreement.
4. **Covenants of Borrower.** So long as this Agreement has not been terminated as provided hereinbelow, the Borrower:
  - a. will defend the Collateral against the claims of all persons;
  - b. will keep the Collateral free from all security interests or other encumbrances except the Security Interest;
  - c. will not assign, sell, transfer, deliver or otherwise dispose of the Collateral or any interest therein or attempt to do the same without the prior written consent of the Lender, other than in the ordinary course of business;
  - d. will notify the Lender promptly in writing of any change in the Borrower's address, name, or identity, specified above;

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- e. will execute and deliver to the Lender such financing statements and other documents, pay all costs of title searches and filing financing statements and other documents in all public offices requested by the Lender, and take such other action as the Lender may deem reasonably advisable to perfect the Security Interest created hereby; and
- f. will pay taxes, assessments and other charges of every nature which may be levied or assessed against the Collateral.

5. **Default.**

- a. Any of the following events or conditions shall constitute an "Event of Default" hereunder:
  - i. non-payment when due, whether by acceleration or otherwise, of the indebtedness, time being of the essence, or a default hereunder or under any other agreement between the Borrower or any other party liable for payment of the Note and the Lender, whether relating to the loan secured hereby or otherwise, subject to any applicable grace period;
  - ii. filing by or against the Borrower or any other party liable for payment of the Note of a petition in bankruptcy or for reorganization under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment, debt, dissolution, liquidation, or similar law of any jurisdiction;
  - iii. the making of a general assignment by the Borrower or any other party liable for payment of the Note for the benefit of creditors, the appointment of or taking possession by a receiver, trustee, custodian, or similar official for the Borrower or any other party liable for payment of the Note or for any assets of the Borrower or of any other party liable for payment of the Note, or the institution by or against the Borrower or any other party liable for payment of the Note of any kind of insolvency proceedings or any proceeding for the dissolution or liquidation of the Borrower or any other party liable for payment of the Note, and such assignment, appointment, or proceeding is not nullified, discharged, or dismissed within ninety (90) days of the occurrence of same; or
  - iv. material falsity in any certificate, statement, representation, warranty, or audit at any time furnished to the Lender by or on behalf of the Borrower or any other party liable for payment of the Note pursuant to or in connection with this Agreement or otherwise (including warranties in this Agreement) and including any omission to disclose any substantial contingent or liquidated liabilities or any material adverse change in any facts disclosed by any certificate, statement, representation, warranty, or audit furnished to the Lender.

- b. Upon the occurrence and continuance of an Event of Default and upon the expiration of ten (10) days written notice of default to Borrower for monetary defaults and twenty (20) days written notice of default to Borrower for non-monetary defaults and, in either case, Borrower's failure to cure such default, the Lender's rights with respect to the Collateral shall be those of a lender under the Uniform Commercial Code and under any other applicable law from time to time in effect. The Lender shall also have any additional rights granted herein and in any other agreement now or hereafter in effect between the Borrower or any other party liable for payment of the Note and the Lender.
- c. The Borrower irrevocably consents to any act by the Lender or its agents in: (1) inspecting the Collateral during normal business hours upon reasonable notice to Borrower; or (2) taking possession of the Collateral after any Event of Default and the expiration of any applicable grace period in accordance with appropriate judicial process, if necessary.
- d. The Borrower agrees that any notice by the Lender of the sale or other disposition of the Collateral, whether required by the Uniform Commercial Code or otherwise, shall constitute reasonable notice to the Borrower if the notice is mailed by regular or certified mail, postage prepaid, at least twenty (20) days before the taking of such action to the Borrower's address as specified in this Agreement or to any other address which the Borrower has specified in writing to the Lender as the address to which notices shall be given to the Borrower.
- e. The Borrower shall pay all costs and expenses incurred by the Lender in enforcing the terms of this Agreement, realizing upon any Collateral, and collecting any Indebtedness (whether incurred in connection with collection, trial, or appeal), including a reasonable attorneys' fee, whether suit is brought or not.

6. Miscellaneous.

- a. The Borrower authorizes the Lender, without affecting the Borrower's obligations hereunder, from time to time:
- i. to renew or extend the Indebtedness or any part thereof;
  - ii. to take from any party and hold collateral (other than the Collateral) as security for the Indebtedness or any part thereof, and to exchange, enforce, or release such collateral or the Collateral or any part thereof;
  - iii. to accept and hold any endorsement or guaranty of payment of the Indebtedness or any part thereof, and to release or substitute any such endorser, guarantor, or any party who has given any security interest in any collateral as security for the payment of the Indebtedness or any part thereof or any party in any way obligated to pay the Indebtedness or any part thereof;
  - iv. to waive or fail to enforce any of Lender's rights against the Borrower or the Collateral; and

- v. upon the occurrence of an Event of Default and the expiration of any applicable grace period, to direct the order or manner of the disposition of the Collateral and any other collateral and the enforcement of any endorsements and guaranties relating to the Indebtedness or any part thereof as the Lender in its sole discretion may determine.
- b. The Borrower appoints the Lender as the Borrower's attorney-in-fact to perform all acts which the Lender deems appropriate to perfect and continue the Security Interest. In addition, upon the occurrence and continuance of an Event of Default, Borrower authorizes Lender to protect and preserve the Collateral and to endorse and transfer all or any part of the Collateral.
- c. As further security for payment of the Indebtedness:
- i. the Borrower grants to the Secured Party a security interest in and upon any and all property of the Borrower which is or may hereafter be in the Secured Party's possession in any capacity, including without limitation, all monies owed or to be owed by the Secured Party to the Borrower, and with respect to all such property, the Secured Party shall, upon a default by the Borrower which is not cured within any applicable grace period, have the same rights hereunder as it has with respect to the Collateral; and
- ii. without limiting any other right of the Secured Party, whenever the Secured Party has the right to declare any Indebtedness to be immediately due and payable (whether or not it has so declared), the Secured Party may elect to set off against such Indebtedness all monies then owed to the Borrower by the Secured Party in any capacity whether due or not, and if the Secured Party so elects, it shall be deemed to have exercised its right of set-off immediately at the time its right to such election accrues.

This Paragraph 6(c) is limited to and is intended to reflect Secured Party's security interest in and to all funds of Borrower on deposit with Secured Party.

- d. Upon the Borrower's failure to perform any of its duties hereunder, the Lender may, but it shall not be obligated to, perform any of such duties, and the Borrower shall forthwith upon demand reimburse the Lender for any expense incurred by the Lender in so doing.
- e. No delay or omission by the Lender in exercising any right hereunder or with respect to any Indebtedness shall operate as a waiver of that or any other right, and no single right and no single or partial exercise of any right shall preclude the Lender from any other or further exercise of that right or the exercise of any other right or remedy. The Lender may cure any default by the Borrower in any reasonable manner without waiving the default so cured and without waiving any other prior or subsequent default by the Borrower. All rights and remedies of the Lender under this Agreement and under the Uniform Commercial Code shall be deemed cumulative.

- f. The Lender shall exercise reasonable care in the custody and preservation of the Collateral to the extent required by law.
- g. The rights and benefits of the Lender under this Agreement shall inure to any party acquiring an interest in the Indebtedness or any part thereof.
- h. The terms "Lender" and "Borrower" as used in this Agreement include the heirs, legal representatives, successors, and assigns of those parties.
- i. This Agreement may not be modified or amended nor shall any provision of it be waived except by a writing signed by the Borrower and by the Lender.
- j. This Agreement shall be construed under the Uniform Commercial Code of Florida and any other applicable Florida laws in effect from time to time.
- k. This Agreement is a continuing agreement which shall remain in force until all of the Indebtedness shall be paid in full.

**BORROWER:**

**KELME USA, INC.,** a Florida corporation

By: [Signature]  
Diego Quiles, President

**LENDER:**

**FIFTH THIRD BANK, FLORIDA**

By: [Signature]  
Douglas M. Smith, Vice President

Flwpdocs\Fifth Third\Kelme\Security Agreement (Business Assets)

**EXHIBIT "A"**

- a. All rents, income, issues, proceeds, and profits of the Debtor, and any and all leases of which the Debtor is the Lessor, with all extensions, renewals, amendments, and other modifications or replacements thereof, and any and all guaranties of the lessees' obligations under any provisions thereof (any such leases or obligations being hereinafter referred to collectively as the "Leases"), together with all rents, income, issues, proceeds, and profits which may inure to the benefit of Debtor from or as a result of such Leases;
- b. All accounts, accounts receivable, contract rights, instruments, documents, chattel paper, and general intangibles (including without limitation, choses in action, tax refunds, and insurance proceeds), all other obligations or indebtedness owed to Debtor from whatever source arising, all rights of Debtor to receive any payments in money or in kind, all cash or non-cash proceeds of any of the foregoing, all guaranties of the foregoing and security therefor, all of the right, title, and interest of Debtor in and with respect to the goods, services, or other property that gave rise to or that secures any of the foregoing and insurance policies and proceeds relating thereto, all of the rights of Debtor as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation, and resale, and all of the foregoing, whether now existing or hereinafter created or acquired;
- c. All goods, merchandise, inventory, and other personal property now owned or hereafter acquired by Debtor that are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work in process, supplies, or materials used or consumed in Debtor's business, and all products thereof and parts therefor, and all substitutions, replacements, additions, or accessions therefor and thereto;
- d. All cash or non-cash proceeds of all of the foregoing, including insurance proceeds;
- e. Any present or future deposit accounts of Debtor with Secured Party;
- f. All ledger sheets, files, records, documents, and instruments (including, without limitation, computer programs, tapes, and related electronic data processing software) evidencing or relating to any of the above;
- g. All machinery, equipment, furniture, furnishings, and fixtures of Debtor (including automotive equipment) now owned or hereafter acquired by Debtor and used or acquired for use in the business of Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts and appurtenances therefor and thereto, and all cash or non-cash proceeds thereof; and
- h. All instruments, documents, securities, cash, property, and the proceeds of any of the foregoing owned by Debtor or in which Debtor has an interest, which now or hereafter are at any time in the possession or control of Secured Party or in transit by mail or carrier to Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping as agent, for collection, transmission, or otherwise, or whether Secured Party had conditionally released the same.

\*The terms "Borrower" and "Debtor" shall be interchangeable for all purposes relating hereto.

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**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

<b>A. NAME &amp; DAYTIME PHONE NUMBER OF CONTACT PERSON</b>	
Kevin A. Denti, Esquire	
<b>B. SEND ACKNOWLEDGEMENT TO:</b>	
Name	Kevin A. Denti, Esquire
Address	Cheffy Passidomo Wilson & Johnson, LLP
Address	821 Fifth Avenue South
Address	Naples, Florida 34102
City/State/Zip	

FLORIDA SECURED TRANSACTION REGISTRY

**FILED**

2003 Dec 19 AM 12:00

\*\*\*\*\* 200305723187 \*\*\*\*\*

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names**

<b>1a. ORGANIZATION'S NAME</b>				
Kelme USA, Inc.				
<b>1b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>1c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
12860 N.W. 107th Court		Miami	FL	33178
<b>1d. TAX ID#</b>	<b>REQUIRED ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>1e. TYPE OF ORGANIZATION</b>	<b>1f. JURISDICTION OF ORGANIZATION</b>	<b>1g. ORGANIZATIONAL ID#</b>
65-0339224	DEBTOR	corporation	Florida	742800 <input type="checkbox"/> NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**

<b>2a. ORGANIZATION'S NAME</b>				
<b>2b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>2c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
<b>2d. TAX ID#</b>	<b>REQUIRED ADD'L INFO RE ORGANIZATION DEBTOR</b>	<b>2e. TYPE OF ORGANIZATION</b>	<b>2f. JURISDICTION OF ORGANIZATION</b>	<b>2g. ORGANIZATIONAL ID#</b>
				<input type="checkbox"/> NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE or ASSIGNOR SPA) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)**

<b>3a. ORGANIZATION'S NAME</b>				
Fifth Third Bank, Florida				
<b>3b. INDIVIDUAL'S LAST NAME</b>		<b>FIRST NAME</b>	<b>MIDDLE NAME</b>	<b>SUFFIX</b>
<b>3c. MAILING ADDRESS</b>		<b>CITY</b>	<b>STATE</b>	<b>POSTAL CODE</b>
999 Vanderbilt Beach Road		Naples	FL	34101

**4. This FINANCING STATEMENT covers the following collateral:**

EULER American Credit Indemnity Company Multi-Markets Business Credit  
Insurance Policy Number 3759806

<b>5. ALTERNATE DESIGNATION (if applicable)</b>	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR
	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING	<input type="checkbox"/> SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

<input checked="" type="checkbox"/>	All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
<input type="checkbox"/>	Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

STANDARD FORM - FORM UCC-1 (REV.12/2001)

Filing Office Copy

Approved by the Secretary of State, State of Florida

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REEL: 003527 FRAME: 0496



**STATE OF FLORIDA UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM**

**A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON**  
 Kevin A. Denti, Esquire

**B. SEND ACKNOWLEDGEMENT TO:**  
 Name: Kevin A. Denti, Esquire  
 Address: Cheffy Passidomo Wilson & Johnson, LLP  
 821 Fifth Avenue South - Suite 201  
 Naples, Florida 34102  
 City/State/Zip

FLORIDA SECURED TRANSACTION REGISTRY

**FILED**  
 2003 Dec 19 AM 12:00  
 \*\*\*\*\* 200305723195 \*\*\*\*\*

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

**1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1a OR 1b) - Do Not Abbreviate or Combine Names**

1a. ORGANIZATION'S NAME  
 Kelma USA, Inc.

1b. INDIVIDUAL'S LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE NAME: \_\_\_\_\_ SUFFIX: \_\_\_\_\_

1c. MAILING ADDRESS: 12860 N.W. 107th Court CITY: Miami STATE: FL POSTAL CODE: 33178 COUNTRY: USA

1d. TAX ID# 65-0939224 REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION corporation 1f. JURISDICTION OF ORGANIZATION Florida 1g. ORGANIZATIONAL ID# 742800  NONE

**2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2a OR 2b) - Do Not Abbreviate or Combine Names**

2a. ORGANIZATION'S NAME: \_\_\_\_\_

2b. INDIVIDUAL'S LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE NAME: \_\_\_\_\_ SUFFIX: \_\_\_\_\_

2c. MAILING ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_ COUNTRY: \_\_\_\_\_

2d. TAX ID# \_\_\_\_\_ REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION \_\_\_\_\_ 2f. JURISDICTION OF ORGANIZATION \_\_\_\_\_ 2g. ORGANIZATIONAL ID# \_\_\_\_\_  NONE

**3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNOR of ASSIGNOR SP) - INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)**

3a. ORGANIZATION'S NAME  
 Fifth Third Bank, Florida

3b. INDIVIDUAL'S LAST NAME: \_\_\_\_\_ FIRST NAME: \_\_\_\_\_ MIDDLE NAME: \_\_\_\_\_ SUFFIX: \_\_\_\_\_

3c. MAILING ADDRESS: 999 Vanderbilt Beach Road CITY: Naples STATE: FL POSTAL CODE: 34101 COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All property described in Exhibit "A" attached hereto and incorporated herein by virtue of this reference.

5. ALTERNATE DESIGNATION (if applicable)  LESSOR/LESSOR  CONSIGNEE/CONSIGNOR  BAILEE/BAILOR  AG. LIEN  NON-UCC FILING  SELLER/BUYER

**6. Florida DOCUMENTARY STAMP TAX - YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX**

All documentary stamps due and payable or to become due and payable pursuant to a 201.22 F.S., have been paid.  
 Florida Documentary Stamp Tax is not required.

**7. OPTIONAL FILER REFERENCE DATA**

EXHIBIT "A"

- a. All rents, income, issues, proceeds, and profits of the Debtor, and any and all leases of which the Debtor is the Lessor, with all extensions, renewals, amendments, and other modifications or replacements thereof, and any and all guaranties of the lessees' obligations under any provisions thereof (any such leases or obligations being hereinafter referred to collectively as the "Leases"), together with all rents, income, issues, proceeds, and profits which may inure to the benefit of Debtor from or as a result of such Leases;
- b. All accounts, accounts receivable, contract rights, instruments, documents, chattel paper, and general intangibles (including without limitation, choses in action, tax refunds, and insurance proceeds), all other obligations or indebtedness owed to Debtor from whatever source arising, all rights of Debtor to receive any payments in money or in kind, all cash or non-cash proceeds of any of the foregoing, all guaranties of the foregoing and security therefor, all of the right, title, and interest of Debtor in and with respect to the goods, services, or other property that gave rise to or that secures any of the foregoing and insurance policies and proceeds relating thereto, all of the rights of Debtor as an unpaid seller of goods or services, including, without limitation, the rights of stoppage in transit, replevin, reclamation, and resale, and all of the foregoing, whether now existing or hereinafter created or acquired;
- c. All goods, merchandise, inventory, and other personal property now owned or hereafter acquired by Debtor that are held for sale or lease, or are furnished or to be furnished under any contract of service or are raw materials, work in process, supplies, or materials used or consumed in Debtor's business, and all products thereof and parts therefor, and all substitutions, replacements, additions, or accessions thereto and thereto;
- d. All cash or non-cash proceeds of all of the foregoing, including insurance proceeds;
- e. Any present or future deposit accounts of Debtor with Secured Party;
- f. All ledger sheets, files, records, documents, and instruments (including, without limitation, computer programs, tapes, and related electronic data processing software) evidencing or relating to any of the above;
- g. All machinery, equipment, furniture, furnishings, and fixtures of Debtor (including automotive equipment) now owned or hereafter acquired by Debtor and used or acquired for use in the business of Debtor, together with all accessions thereto and all substitutions and replacements thereof and parts and appurtenances therefor and thereto, and all cash or non-cash proceeds thereof; and
- h. All instruments, documents, securities, cash, property, and the proceeds of any of the foregoing owned by Debtor or in which Debtor has an interest, which now or hereafter are at any time in the possession or control of Secured Party or in transit by mail or carrier to Secured Party, without regard to whether Secured Party received the same in pledge, for safekeeping as agent, for collection, transmission, or otherwise, or whether Secured Party had conditionally released the same.

\*The terms "Borrower" and "Debtor" shall be interchangeable for all purposes relating hereto.

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REEL: 003527 FRAME: 0498

**STEARNS WEAVER MILLER  
WEISSLER ALHADEFF & SITTERSON, P.A.**

Miami ■ Ft. Lauderdale ■ Tampa

**FACSIMILE TRANSMISSION**

TO: U.S.P.T.O.

FROM: MARK D. BOWEN

OF: Assignment Recordation Dept.

OUR REF #: 37835.010

FAX #: (571) 273-0140

DATE: 4/20/07 TIME: 10:44 am

MAIN #: \_\_\_\_\_

# OF PAGES TO FOLLOW: //

IF YOU HAVE DIFFICULTY IN THE RECEIPT OF THIS TRANSMISSION, PLEASE CALL (305) 954-462-9500 AND ASK FOR SHERRI.

**MESSAGE**

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