

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Magellan U.S. Corp. (to be renamed Drew Marine USA)		08/31/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BNP Paribas		
Street Address:	209 S. LaSalle Street, Suite 500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Societe Anonyme (France limited liability banking corporation): FRANCE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1054326	AMERFLON	
Registration Number:	1754734	AMEROX	
Registration Number:	3161382	COMBOMAR	
Registration Number:	2049903	DREWFRESH	
Registration Number:	2851683	DREW HATCH GRIP	
Registration Number:	1049319	FERROFILM	
Registration Number:	1510565	MAGNAKOTE	
Registration Number:	872448	STOP-SOOT	
Registration Number:	1942188	THE SUPERIOR ALTERNATIVE	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		

CH \$240.00 1054326

Email: kweilbre@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 1: Four Times Square
Address Line 2: Attn: Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0074
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	08/31/2009

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of August 31, 2009, by MAGELLAN U.S. CORP. (to be renamed DREW MARINE USA), a Delaware corporation located at One Drew Plaza Boonton, NJ 07005 (the "Assignor"), in favor of BNP PARIBAS, a societe anonyme or limited liability banking corporation organized under the laws of the Republic of France, located at 209 S. LaSalle Street, Suite 500, Chicago, Illinois 60604, in its capacity as collateral agent pursuant to the Credit Agreement, as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor is party to a Security Agreement of even date herewith (as it may be amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the "Security Agreement") in favor of the Assignee for the benefit of the Secured Parties to secure the payment and performance of all of the Secured Obligations.

WHEREAS, pursuant to the Security Agreement, the Assignor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Assignee, for the benefit of the Secured Parties to enter into the Credit Agreement, and intending to be legally bound, the Assignor hereby agrees with the Assignee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for payment and performance in full of all the Secured Obligations, the Assignor hereby pledges and grants to the Assignee for the benefit of the Secured Parties a lien on and security interest in all of the right, title and interest of the Assignor in, to and under all the following property, wherever located, and whether nor existing or hereafter arising or acquired from time to time (collectively, the "Pledged Trademark Collateral"):

(a) all trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names and trade names, whether registered or unregistered, and all registrations and applications for any of the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including those listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the Assignor's use thereof, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now or hereafter due and/or payable or with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or other violations thereof, (iv)

rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilutions or other violations thereof;

(b) the goodwill connected with the Assignor's business including all goodwill connected with the use of and symbolized by any Trademark in which the Assignor has any interest; and

(c) all Proceeds and products of each of the foregoing and all accessions to, substitution and replacements for, and rents, profits and products of, each of the foregoing, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to the Assignor from time to time with respect to any of the foregoing (other than, in each case, Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Assignee pursuant to the Security Agreement and the Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the security interest in the Pledged Trademark Collateral made and granted hereby 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Assignee shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (other than with respect to contingent obligations under indemnification provisions with respect to which no claim is pending) and termination of the Security Agreement, the Assignee shall execute, acknowledge, and deliver to the Assignor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Pledged Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all such counterparts together shall constitute one and the same agreement.

SECTION 6. Governing Law, Consent to Jurisdiction and Service of Process.

(a) Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

(b) Submission to Jurisdiction. Each Loan Party hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in

any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Trademark Security Agreement or any other Loan Document shall affect any right that the Collateral Agent may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against any Loan Party or its properties in the courts of any jurisdiction.

(c) Venue. Each Loan Party hereby irrevocably and unconditionally waives, to the fullest extent permitted by applicable Requirements of Law, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in clause (b) above. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable Requirements of Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

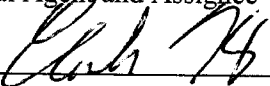
(d) Service of Process. Each party hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to this Trademark Security Agreement, in the manner provided for notices in the Credit Agreement. Nothing in this Trademark Security Agreement or any other Loan Document will affect the right of any party hereto to serve process in any other manner permitted by applicable Requirements of Law.

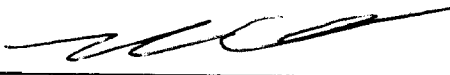
SECTION 7. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable Requirements of Law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this Trademark Security Agreement, any other Loan Document or the transactions contemplated hereby (whether based on contract, tort or any other theory). Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Trademark Security Agreement by, among other things, the mutual waivers and certifications in this Section 7.

[signature page follows]

Accepted and Agreed:

BNP PARIBAS,
as Collateral Agent and Assignee

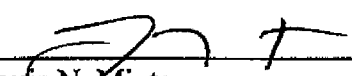
By: 
Name: CLARK G. SMITH
Title: MANAGING DIRECTOR

By: 
Name: MICHAEL C. COLIAS
Title: Director

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

MAGELLAN U.S. CORP.,
as Assignor

By: _____


Louis N. Mintz
President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

DREW MARINE USA, INC.
REGISTERED TRADEMARKS

Trademark	Country	Registration Number	Registration Date
AMERET	Indonesia	290664	March 31, 1993
AMERFLON	United States of America	1054326	December 14, 1976
AMEROX	United States of America	1754734	March 2, 1993
BN TREND TEC	Germany	39916515	March 20, 1999
BUNKER MONITOR	Germany	39916516	March 20, 1999
COMBOMAR	China (Peoples Republic)	3814170	November 21, 2005
COMBOMAR	Germany	39916514	March 20, 1999
COMBOMAR	United States of America	3161382	October 24, 2006
DREWFRESH	United States of America	2049903	April 1, 1997
DREW HATCH GRIP	United States	2851683	June 8, 2004
DREW HATCH GRIP	Canada	TMA609803	May 10, 2004
FERROFILM	United States of America	1049319	October 5, 1976
MAGNAKOTE	China (Peoples Republic)	3810114	October 21, 2005
MAGNAKOTE	United States of America	1510565	November 1, 1988
MAR-TEC	Germany	30051978	November 24, 2000
MAR-TEC LOGO	Germany	30051979	December 13, 2000
SAMPEL-TEC	Germany	39962904	January 21, 2000
STOP-SOOT	United States of America	872448	July 8, 1969
THE SUPERIOR AL-TERNATIVE	United States of America	1942188	December 19, 1995
ULTRATEST	Benelux	056868	August 26, 1971

**DREW MARINE USA, INC.
DOMAIN NAME REGISTRATIONS**

DOMAIN NAME	REGISTRATION DATE
COMBOMAR.COM	May 26, 2005
COMBOMAR.NET	May 26, 2005
COMBOMAR.ORG	May 26, 2005
MAR-TEC.COM	December 28, 2005
MAR-TEC.NET	May 26, 2005
DREWWATCH.BIZ	October 3, 2001
DREWWATCH.COM	April 7, 2003
DREWWATCH.NET	June 22, 2000
DREWWATCH.ORG	June 22, 2000
DREWMARINE.BIZ	October 3, 2001
DREW-MARINE.BIZ	October 3, 2001
DREW-MARINE.COM	October 18, 2000
DREWMARINE.NET	June 23, 2000
DREW-MARINE.NET	October 18, 2000
DREWMARINE.ORG	June 23, 2000
DREW-MARINE.ORG	October 18, 2000
DREWMARINE.US	May 2, 2002
DREWMARINESAFETY.BIZ	October 3, 2001
DREWMARINESAFETY.COM	April 7, 2003
DREWMARINESAFETY.NET	June 22, 2000
DREWMARINESAFETY.ORG	June 22, 2000
DREWWATERSERVICES.COM	June 14, 2000
DREWWATERSERVICES.NET	June 14, 2000
DREWWATERSERVICES.ORG	June 14, 2000
DREWMARINEEZORDER.COM	January 4, 2002
DREWMARINE-EZORDER.COM	January 18, 2002
DREWMARINE-EZORDER.NET	January 24, 2002
DREWMARINE-EZORDER.ORG	January 24, 2002
MAR-TEC.EU	April 7, 2006
DREWHATCHGRIP.EU	April 10, 2006
DREWMARINE.EU	April 7, 2007
DREW-MARINE.EU	April 7, 2007

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