

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

11/19/2010  
 900175854

<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>
Mainship Corporation		11/18/2010	CORPORATION: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Warren R. Luhrs		
<b>Street Address:</b>	404 Riberia Street		
<b>City:</b>	St. Augustine		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	32084		
<b>Entity Type:</b>	INDIVIDUAL: FLORIDA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1014099	MAINSHIP	
Registration Number:	2580140	MAINSHIP PILOT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(302)778-2800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	302-778-2500		
<b>Email:</b>	trnda@ratnerprestia.com, jwmcglynn@ratnerprestia.com		
<b>Correspondent Name:</b>	John W. McGlynn		
<b>Address Line 1:</b>	1007 N. Orange Street, Suite 1100		
<b>Address Line 2:</b>	P.O. Box 1586		
<b>Address Line 4:</b>	Wilmington, DELAWARE 19809		
<b>ATTORNEY DOCKET NUMBER:</b>	MSH-F00001		
<b>NAME OF SUBMITTER:</b>	John W. McGlynn		
<b>Signature:</b>	/jwm/		

OP \$65.00 1014099

JOHN W. MCGLYNN COMPANY:1007 N. ORANGE STREET, SUITE 1100

Date:

11/19/2010

**Total Attachments: 6**

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13. Default. You may declare that I am in default if:

**CHECK EITHER a OR b:**

- a. I fail to pay any of the principal or interest on the debt when due.
- b. I fail to pay any of the principal or interest on the debt within \_\_\_\_\_ days after it becomes due.

**CHECK EITHER c OR d:**

- c. I fail to perform any promise contained in this Agreement or in any note, bond or other agreement relating to the debt.
- d. I fail to perform any promise contained in this Agreement or in any note, bond or other agreement relating to the debt (other than the payment of principal or interest) within \_\_\_\_\_ days after You give me written notice of such failure.

**CHECK e AND/OR f:**

- e. Any statement made by me in connection with the debt was misleading or false when it was made.
- f. You consider yourself insecure (that is, if anything happens that, in your judgment, makes it less likely the debt will be paid).

14. Payments Due Upon Default.

**CHECK EITHER a OR b:**

- a. If You declare that I am in default, the entire balance of the debt will become immediately due and payable. You do not have to give me any notice of this.
- b. If You declare that I am in default, You have the option to declare that the entire balance of the debt is immediately due and payable, upon notice to me.

I will also pay all expenses You incur in enforcing this Agreement, including reasonable attorney fees.

15. Assigning Collateral. If a default occurs, I will assign the Collateral and make it available to You at any place and time that You reasonably request.

16. Other Rights and Remedies. This Agreement will be governed by the law of the State of New Jersey, including without limitation the Uniform Commercial Code as in effect in the State of New Jersey as of the date hereof. In addition to all your rights and remedies under this Agreement, You will have all the rights and remedies of a secured party under the law of the State of New Jersey.

17. No Waiver. Any failure or delay on your part in exercising any right or remedy will not prohibit You from exercising it at a later time or from exercising any other right or remedy.

18. Fixtures. A "fixture" is an item that is so attached to real estate that it is considered, under the law, as part of the real estate. I understand that if any of the Collateral is or becomes a fixture, your rights in the fixture may be inferior to the rights of persons having an interest in the real estate. Therefore, I guarantee to You that none of the Collateral is or will become a fixture, except (describe each fixture, the real estate to which attached and the names of each person having an interest in the real estate): None.

19. Principal (Main) Place of Business and State of Incorporation or Formation. My principal place of business is located at 301 Riverside Drive  
Meriden, New Jersey 08332-8708

If I am a corporation, limited liability company or partnership, my State of Incorporation or Formation is New Jersey

I will not change the address of my principal place of business, or my State of Incorporation or Formation, without your prior written consent.

20. Notices. All notices under this Agreement shall be in writing and shall be delivered personally or by certified mail, return receipt requested, to the address stated above for the party to receive the notice. If the law requires that You notify me that the Collateral is being sold after a default, I agree that five days' notice is sufficient.

JOHN W. MCGLYNN COMPANY:1007 N. ORANGE STREET, SUITE 1100

21. **Prior Security Agreements.** This Security Agreement supersedes all prior written and/or oral agreements.

22. **Effectiveness.** This Agreement will remain in effect until I pay the full amount of the debt and all other amounts secured by the Collateral under this Agreement. If any part of this Agreement is legally invalid, the rest of the Agreement will remain in effect.

23. **Who Is Bound.** This Agreement is binding upon me and all who succeed to my rights and responsibilities.

24. **Signatures.** I sign and agree to this Agreement. If this Agreement is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

B. V. Garbark  
BENJAMIN V. GARBARK, Secretary

RICHARD W. GERAMI, JR.  
BY: [Signature]  
RICHARD W. GERAMI, JR., President Debtor

Debtor

(No signature of Secured Party is necessary)

### Description of Collateral

The following Collateral is subject to this Security Agreement:  
**See attached Description of Collateral.**

The Collateral includes all attachments to and replacements of the property described above, and all proceeds of any of it.

<b>Security Agreement</b>	<i>Dated:</i> November 10, 2010
Mainship Corporation	
<i>Debtor(s)</i>	
TO	
Warren R. Kuhra	
<i>Secured Party</i>	

JOHN W. MCGLYNN COMPANY: 1007 N. ORANGE STREET, SUITE 1100

**DESCRIPTION OF COLLATERAL**

The trademarks and trade names **MAINSHIP**, Mainship Corporation and all other trademarks and trade names worldwide owned by Mainship Corporation, and the goodwill associated therewith, including but not limited to common law marks as well as the following marks registered with the United States Patent and Trademark Office.

<b>TRADEMARK</b>	<b>REGISTRATION NO.</b>
<b>MAINSHIP</b>	1,014,099
<b>MAINSHIP PILOT</b>	2,590,140

**GUARANTY**


The undersigned hereby guarantees payment in full to Warren R. Luhrs ("Luhrs") of a Promissory Note, in the amount of [REDACTED] and 00/100 [REDACTED] Dollars, made, executed and delivered to Luhrs by Morgan Industries Corporation on November 16, 2010, payable on demand together with interest at the rate of five (5%) percent per annum. The undersigned hereby waives demand, presentment for payment, notice of dishonor and protest.

The undersigned has also given to Warren R. Luhrs a Security Agreement in and to the collateral set forth in a Security Agreement signed by the undersigned. Evidence of the Security Agreement shall be filed in the United States Patent and Trademark Office and also with the Secretary of State of the State of New Jersey.

ATTEST:

  
Benjamin V. Garback, Secretary

MAINSHIP CORPORATION

By   
Richard W. Cerami, Jr., President