

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

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.111/19/2010
900175859

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luhrs Corporation		11/16/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Warren R. Luhrs		
Street Address:	404 Riberia Street		
City:	St. Augustine		
State/Country:	FLORIDA		
Postal Code:	32084		
Entity Type:	INDIVIDUAL: FLORIDA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	0872044	LUHRS	
Registration Number:	3781623	L	
Registration Number:	1426504	ALJURA	
CORRESPONDENCE DATA			
Fax Number:	(302)778-2800		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	302-778-2500		
Email:	trnda@ratnerprestia.com, jwmcglynn@ratnerprestia.com		
Correspondent Name:	John W. McGlynn		
Address Line 1:	1007 N: Orange Street, Suite 1100		
Address Line 2:	P.O. Box 1586		
Address Line 4:	Wilmington, DELAWARE 19899		
ATTORNEY DOCKET NUMBER:	LUR-F00001		
NAME OF SUBMITTER:	John W. McGlynn		

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TRADEMARK
REEL: 004449 FRAME: 0272

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

Signature:	/jwm/
Date:	11/19/2010
Total Attachments: 6 source=Redacted Luhrs Security Agreement#page1.tif source=Redacted Luhrs Security Agreement#page2.tif source=Redacted Luhrs Security Agreement#page3.tif source=Redacted Luhrs Security Agreement#page4.tif source=Redacted Luhrs Security Agreement#page5.tif source=Redacted Luhrs Security Agreement#page6.tif	

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

Security Agreement

This Security Agreement is made on November 18, 2010
BETWEEN the Debtor(s) Lubra Corporation

whose address is 301 Hyattside Drive
Millville, New Jersey 08332-8788

referred to as "I" or "us,"
AND the Secured Party Walter N. Lubra

having his principal place of business at
Woodscherry St. Augustine Marine
408 Francis Street
St. Augustine, Florida 32084

referred to as "You,"
If there is more than one Debtor, the word "I" shall mean "we" and the word "us" shall mean "us."

1. Debt. I owe you the principal sum of , plus interest, as described in the note, bond or other agreement (see attached) between You and me dated November 18, 2010.

2. Grant of Security Interest. As security for the debt and all my other obligations to You under this Agreement, I give You a lien on and a security interest in the property (referred to as the "Collateral") described on page four of this Agreement. This means that if I do not pay the debt or other obligations when due, You may take possession of and/or sell the Collateral in order to pay the debt and obligations.

3. Ownership. I guarantee that I own the Collateral and that no other person has any interest in this Collateral or claim against the Collateral. I will not sell, lease or otherwise transfer the Collateral. I will not allow anyone else to obtain a security interest in the Collateral or a lien upon the Collateral.

4. Location. None of the Collateral has been moved in the last four months. I will keep the Collateral at the address stated above or at the following location:

aka McOmber & McOmber, P.C.
54 Strawnbury Avenue
Red Bank, New Jersey 07701

I will not remove the Collateral from that location, or change any address set forth herein (or if a corporation, limited liability company or partnership, change my State of incorporation or formation), without your prior written consent.

5. Use. The Collateral is to be used:
 for personal, family or household purposes
 in business
 in farming operations

6. Good Condition. I will maintain the Collateral in good condition. I will make all repairs to the Collateral that become necessary. I will promptly notify You in writing if the Collateral is damaged, stolen or missing.

7. Insurance. I will keep the Collateral insured against damage and loss, in amounts and by insurance companies acceptable to You. I will name You as additional insured on all policies. The policy number shall be . I will provide You with the policy directly to You. I will deliver the policy to You upon your request.

8. Taxes. I will pay all taxes and other charges relating to the Collateral or its use.

9. Performance by Secured Party. If I fail to perform any of my promises in this Agreement You may do so yourself. I will pay You upon demand all expenses You incur in performing the promise, plus interest at the annual rate of 18%.

10. Inspection. You may inspect the Collateral at all reasonable times.

11. Extensions and Releases. I agree that You may extend the time for payment of the debt and release any other security or guarantees You may have for the debt without affecting your security interest in the Collateral.

12. Cooperation. I will do anything You reasonably request in order to make your security interest in the Collateral legally effective.

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

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

CHOOSER 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.

CHOOSER 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.

CHOOSER a AND/OR b:

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

14. Payments Due Upon Default.

CHOOSER 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. Assembling Collateral. If a default occurs, I will assemble 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:

201 Riverwalk Drive
Millville, New Jersey 08332-0788
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 Attended by:

B. V. Garback
BENJAMIN V. GARBACK, Secretary

LOUIS CORPORATION

By: [Signature]
JOHN W. GARBACK, 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.

<p align="center">Security Agreement</p> <p>LUHR# CORPORATION</p> <p align="right"><i>Debtor(s)</i></p> <p align="center">TO</p> <p>WARREN R. LUHR#</p> <p align="right"><i>Secured Party</i></p>	<p><i>Date:</i> November 16, 2010</p>
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:JOHN W. MCGLYNN COMPANY:1007 N. ORANGE STREET, SUITE 1100

DESCRIPTION OF COLLATERAL

The trademarks and trade names LUHRS, Luhrs Corporation, and all other trademarks and trade names worldwide owned by Luhrs 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.

TRADEMARK	REGISTRATION NO.
LUHRS	872,044
	
L Logo	3,761,623
ALURA	1,426,504

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

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

LUHRS CORPORATION

By: 
Richard W. Cerami, Jr., President