

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

11/19/2010
 900175858

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hunter Marine Corporation		11/16/2010	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Warren R. Löhre
Street Address:	404 Riberia Street
City:	St. Augustine
State/Country:	FLORIDA
Postal Code:	32084
Entity Type:	INDIVIDUAL: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1010983	HUNTER
Registration Number:	1218851	CRUISE PAC
Registration Number:	1426503	LEGEND
Registration Number:	1795758	PASSAGE
Registration Number:	2500188	HUNTER MARINE
Registration Number:	2630838	
Registration Number:	2844275	XCITE

CORRESPONDENCE DATA

Fax Number: (302)778-2600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 302-778-2500

Email: tmde@ratnerprestia.com, jwmcglynn@ratnerprestia.com

Correspondent Name: John W. McGlynn

Address Line 1: 1007 N. Orange Street, Suite 1100

OP \$190.00 1010983

Address Line 2: P.O. Box 1698
Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER: HTR-F00001

NAME OF SUBMITTER: John W. McGlynn

Signature: /jwm/

Date: 11/18/2010

Total Attachments: 6

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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) Hunter (Barbus Corporation)

whose address is Route 441

P. O. Box 1030

Alachua, Florida 32010

referred to as "I" or "me."

AND the Secured Party Warren R. Lubrs

having his principal place of business at

404 Edwards 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 "me" 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 15, 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 the 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:

c/o McOmber & McOmber, P.C.

84 Shrewsbury 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 with a policy of insurance that covers all risks of loss. You will name me as an additional insured on the policy. The policy must provide that I have also provided the necessary information to the insurance carrier to insure the Collateral and my business.~~

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 15%.

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 guaranties 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

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

CHOOSE 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.

CHOOSE 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.

CHOOSE 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.

CHOOSE 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 name 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 Route 461

P.O. Box 1030
Alachua, Florida 32615

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:

Benjamin V. Garback
BENJAMIN V. GARBACK, Assistant Secretary

By: Richard W. Cerami, Jr.
RICHARD W. CERAMI, JR., Vice President 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>Hunter Marine Corporation</p> <p align="center"><i>Debtor(s)</i></p> <p align="center">TO</p> <p>Warren R. Luhrs</p> <p align="center"><i>Secured Party</i></p>	<p><i>Dated:</i> November 16, 2010</p>
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DESCRIPTION OF COLLATERAL

The trademarks and trade names **HUNTER, HUNTER MARINE, Hunter Marine** Corporation and all other trademarks and trade names worldwide owned by Hunter Marine 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.
HUNTER	1,010,983
CRUISE PAC	1,218,851
LEGEND	1,426,503
PASSAGE	1,765,756
HUNTER MARINE	2,500,199
 <p data-bbox="365 1375 714 1417">Hunter Boat in Circle Logo</p>	2,630,839
 <p data-bbox="365 1606 584 1642">XCITE (stylized)</p>	2,844,275

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:

HUNTER MARINE CORPORATION

Benjamin V. Garback
Benjamin V. Garback, Assistant Secretary

Richard W. Cerami, Jr.
By: Richard W. Cerami, Jr., President