

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

11/19/2010
 900175854

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mainship Corporation		11/16/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Warren R. Luhrs		
Street Address:	404 Iberia Street		
City:	St. Augustine		
State/Country:	FLORIDA		
Postal Code:	32084		
Entity Type:	INDIVIDUAL: FLORIDA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1014099	MAINSHIP	
Registration Number:	2590140	MAINSHIP PILOT	
CORRESPONDENCE DATA			
Fax Number:	(302)778-2600		
	<i>Correspondence will be sent via US-Mail when the fax attempt is unsuccessful.</i>		
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		
Address Line 2:	P.O. Box 1596		
Address Line 4:	Wilmington, DELAWARE 19899		
ATTORNEY DOCKET NUMBER:	MSH-F00001		
NAME OF SUBMITTER:	John W. McGlynn		
Signature:	/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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- source=Redacted Mainship Security Agreement#page4.tif
- source=Redacted Mainship Security Agreement#page5.tif
- source=Redacted Mainship Security Agreement#page6.tif

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.

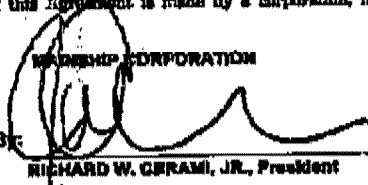
22. **Effectiveness.** This Agreement will remain in effect until I pay the full amount of the debt and all other amounts secured by the Collateral under this Agreement. If any part of this Agreement is legally invalid, the rest of the Agreement will remain in effect.

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, Secretary

BY: 
RICHARD W. CERRAMI, 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 style="text-align: center;">Security Agreement</p> <p>Mainship Corporation</p> <p style="text-align: right;"><i>Debtor(s)</i></p> <p style="text-align: center;">TO</p> <p>Warron R. Kuhra</p> <p style="text-align: right;"><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 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.

TRADEMARK	REGISTRATION NO.
MAINSHIP	1,014,099
MAINSHIP PILOT	2,590,140

GUARANTEE

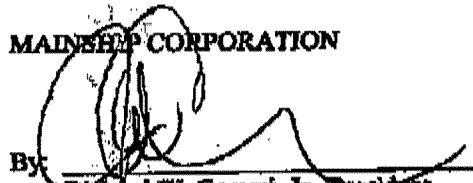
The undersigned hereby guarantees payment in full to Warren R. Luhrs ("Luhrs") of a Promissory Note, in the amount of [REDACTED] and 00/100 [REDACTED] Dollars, made, executed and delivered to Luhrs by Morgan Industries Corporation on November 16, 2010, payable on demand together with interest at the 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