

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415707

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lazzara Yacht Corporation		05/07/2007	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	Tennessee Commercial Bank		
Street Address:	381 Mallory Station Road		
Internal Address:	Suite 207		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3064907	LAZZARA	
CORRESPONDENCE DATA			
Fax Number:	5616256572		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	561-625-6575		
Email:	ustrademarks@mchaleslavin.com		
Correspondent Name:	Carl J. Spagnuolo, McHale & Slavin, P.A.		
Address Line 1:	2855 PGA Blvd.		
Address Line 4:	Palm Beach Gardens, FLORIDA 33410		
NAME OF SUBMITTER:	Carl J. Spagnuolo		
SIGNATURE:	/Carl J. Spagnuolo/		
DATE SIGNED:	02/10/2017		
Total Attachments: 15			
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT entered into this 7th day of May, 2007, by and between **LAZZARA YACHT CORPORATION**, a Florida corporation, whose address is 5300 West Tyson Avenue, Tampa, Florida 33611-3226 (the "Grantor"), and **TENNESSEE COMMERCE BANK**, a Tennessee banking corporation whose address is 381 Mallory Station Road, Suite 207, Franklin, Tennessee 37067 (the "Lender").

WITNESSETH:

That for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with Lender as follows:

1. Definitions. Reference is made to the Officer Guidance Revolving Credit Loan Agreement ("Loan Agreement"), of even date herewith between the Grantor, the Lender and other Borrowers therein mentioned and described, said Loan Agreement being incorporated herein by reference. All terms used in this Security Agreement which are defined in the Loan Agreement or in Article 9 of the Uniform Commercial Code (the "Code") of Florida, as now or hereinafter in effect, and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

2. Grant of Security Interest. As collateral security for all of the Obligations (as defined in Section 3 hereof), the Grantor hereby pledges and assigns to Lender, and grants to Lender a continuing security interest in, the following (the "Collateral"):

(a) Goods, including, without limitation: (i) Equipment, (ii) Inventory, (iii) Vehicles and (iv) Vessels;

(b) Accounts, Chattel Paper (including Tangible Chattel Paper and Electronic Chattel Paper), and Instruments;

(c) Documents;

(d) General Intangibles (including, without limitation, payment intangibles and software);

(e) Deposit Accounts;

(f) Investment Property;

(g) Supporting Obligations;

(h) Life Insurance; and

(i) all proceeds ("Proceeds") of any and all of the foregoing Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Lender is the loss

payee thereof), any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral, and including, without limitation, all moneys due or to become due in connection with any of the Collateral, guaranties and security for the payment of such moneys, the right of stoppage in transit, and all returned or repossessed goods arising from a sale or lease thereof. (Although proceeds are covered, Lender does not authorize the sale or other transfer of any of the Collateral or the transfer of any interest in the Collateral, except for the sale of goods in the ordinary course of Grantor's business);

in each case, whether now owned or hereafter acquired by the Grantor and howsoever its interest therein may arise or appear (whether by ownership, lease, security interest, claim, or otherwise).

3. Security for Obligations. The security interest created hereby in the Collateral constitutes continuing collateral security for all of the following obligations, whether now existing or hereafter incurred (the "Obligations"):

(a) the full and prompt payment, when due, of the indebtedness (and interest thereon) evidenced and to be evidenced by that certain Officer Guidance Revolving Credit Promissory Note, of even date herewith in the principal sum of Fifteen Million and No/100 Dollars (\$15,000,000), executed by Grantor, and payable to the order of Lender, and any and all renewals, modifications, and extensions of said note, in whole or in part;

(b) the due performance and observance by the Grantor of all of its covenants, agreements, representations, liabilities, obligations, and undertakings as set forth herein, or in the Loan Agreement (as the same may be modified, renewed or extended from time to time) or in any other instrument or document which now or at any time hereafter evidences or secures, in whole or in part, all or any part of the Obligations hereby secured; and

(c) the prompt payment and performance of any and all other present and future indebtednesses, liabilities and obligations of Grantor to Lender of every kind, character, and description, whether now existing or hereafter created or arising, whether absolute or contingent, due or to become due, joint or several, matured or unmatured, direct or indirect, primary or secondary, and including, without limitation, all future advances to the Grantor and all obligations of the Grantor with respect to any letters of credit issued at any time by Lender for the benefit of Grantor.

4. Representations and Warranties. The Grantor represents and warrants as follows:

(a) The Grantor's chief place of business and chief executive office, the place where the Grantor keeps its records concerning Accounts Receivable and all originals of all chattel paper which constitute Accounts Receivable are located at the address specified for the Grantor in the initial paragraph hereof. None of the Accounts Receivable is evidenced by a promissory note or other instrument.

(b) The Grantor is a corporation. The Grantor's state of incorporation is the State identified in the certificate of existence attached as **Exhibit "C,"** and the exact legal name of the

Grantor is set forth in the initial paragraph hereof. The Grantor's organization ID number is S48299.

(c) (i) Except as otherwise specifically mentioned in **Exhibit "A,"** hereto attached, the Grantor owns the Collateral free and clear of any lien, security interest or other charge or encumbrance except for the security interest created by this Agreement.

(ii) Except for the financing statements filed in favor of Lender relating to this Agreement, and except for any financing statements filed with respect to the security interests mentioned in **Exhibit "A,"** hereto attached, no other financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office.

(d) The exercise by Lender of its rights and remedies hereunder will not contravene any law or governmental regulation or any contractual restriction binding on or affecting the Grantor or any of its properties and will not result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its properties.

(e) No authorization or approval or other action by, and no notice to or filing with, any governmental authority or other regulatory body is required either for the grant by the Grantor of the security interest created hereby in the Collateral or for the exercise by Lender of its rights and remedies hereunder.

(f) This Agreement creates a valid security interest in favor of the Lender in the Collateral. The taking possession by the Lender of all instruments and chattel paper constituting Collateral from time to time, and the filing of financing statements with the Florida Secretary of State will perfect and establish the priority of the Lender's security interest hereunder in the Collateral, subject to no other liens and encumbrances, except as otherwise specifically disclosed in **Exhibit "A."** Except as set forth in this Section 4(f), no action is necessary or desirable to perfect or otherwise protect such security interest.

5. Covenants as to the Collateral. So long as any of the Obligations shall remain outstanding, unless Lender shall otherwise consent in writing:

(a) Further Assurances. The Grantor will at its expense, at any time and from time to time, promptly execute and deliver all further instruments and documents and take all further action that Lender deems necessary or desirable or that Lender may request in order (i) to perfect and protect the security interest created or purported to be created hereby; (ii) to enable Lender to exercise and enforce its rights and remedies hereunder in respect of the Collateral; or (iii) to otherwise effect the purposes of this Agreement, including, without limitation: (A) executing and filing such financing or continuation statements, or amendments thereto, as Lender deems necessary or desirable or that Lender may request in order to perfect and preserve the security interest created or purported to be created hereby; (B) furnishing to Lender from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail; (C) marking conspicuously each chattel paper included in the Accounts Receivable and, at the request of the Lender, each of its records pertaining to the Account Receivable with a legend, in

form and substance satisfactory to the Lender, indicating that such chattel paper is subject to the security interest created hereby; (D) if any Account Receivable shall be evidenced by a promissory note or other instrument or chattel paper, delivering and pledging to the Lender hereunder such note, instrument or chattel paper duly endorsed and accompanied by executed instruments of transfer or assignment, all in form and substance satisfactory to the Lender; and (E) if any Inventory shall be represented by a warehouse receipt or other document of title, delivering such warehouse receipt or other document to Lender duly endorsed or assigned to Lender, all in form and substance satisfactory to the Lender.

(b) Location of Inventory. The Grantor will keep all of the Inventory, both now owned and hereafter acquired, at the location(s) described in **Exhibit "B,"** hereto attached, or at such other location or locations to which Lender shall consent in writing in advance of placing Inventory at such location(s).

(c) Taxes. The Grantor will pay promptly before delinquent all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against, the Collateral, except to the extent the validity thereof is being contested diligently and in good faith by proper proceedings satisfactory to the Lender.

(d) Insurance.

(i) The Grantor will, at its own expense, maintain insurance with respect to the Inventory in such amounts, against such risks, in such form and with such insurers, as shall be satisfactory to Lender from time to time, and in accordance with the provisions of the Loan Agreement.

(e) As to Receivables and General Intangibles.

(i) The Grantor will (A) keep its chief place of business and chief executive office and all originals of all chattel paper which constitute Accounts Receivable and all documents which constitute or create General Intangibles, at the location(s) specified in paragraph 4(a) hereof, and (B) maintain and preserve complete and accurate records concerning the Receivables, General Intangibles and such chattel paper.

(ii) As of the time any Receivable becomes subject to the security interest granted by this Security Agreement, including, without limitation, as of each time any specific assignment or transfer or identification is made to Lender of any Receivable, Grantor shall be deemed to have warranted as to each and all of such Receivables that each Receivable and all papers and documents relating thereto are genuine and in all respects what they purport to be; that each Receivable is valid and subsisting and arises out of a bona fide sale of goods sold and delivered, or in the process of being delivered, or out of and for services theretofore actually rendered, to the account debtor named in the Receivable; that the amount of the Receivable represented as owing is the correct amount actually and unconditionally owing except for normal cash discounts and is not disputed, and except for such normal cash discount is not subject to any setoffs, credits, deductions or counter-charges; that the Grantor is the owner thereof free and clear of all

prior liens, except for the security interest in favor of Lender and any security interest specifically mentioned in **Exhibit "A"** hereto attached; and that no surety bond was required or given in connection with said Receivable or the contracts or purchase orders out of which the same arose; and that Grantor has no notice of or reason to believe that the account debtor is subject to any pending bankruptcy proceeding, insolvency proceeding or operations of any creditors committee.

(iii) Lender shall have the privilege at any time upon its request, of inspection during reasonable business hours of any of the business properties or premises of the Grantor and the books and records of the Grantor relating to said Receivables and Inventory or the processing or collection thereof as well as those relating to its general business affairs and financial condition. Lender shall have the right at any time, whether before or after an Event of Default, to notify any and all account debtors to make payment thereof directly to Lender; but to the extent Lender does not so elect, Grantor shall continue to collect the Receivables. Except as the Lender shall otherwise expressly agree in writing, all proceeds of collection of Receivables received by the Grantor shall be forthwith accounted for and transmitted to Lender in the form as received by the Grantor and shall not be commingled with any funds of the Grantor. In the event the account debtor of any Receivable included in this Security Agreement shall also be indebted to the Grantor in any other respect and such account debtor shall make payment without designating the particular indebtedness against which it is to apply, such payment shall be conclusively presumed to be payment on the Receivable of such account debtor included in this Security Agreement. Any proceeds of Receivables so transmitted to Lender shall be handled and administered by Lender in and through a Remittance or similar account, but the Grantor acknowledges that the maintenance of such an account by Lender is solely for its convenience in facilitating its own operations pursuant hereto and that Grantor has not and shall not have any right, title or interest in said Receivable or in the amounts at any time to the credit thereof. Except to the extent Lender may from time to time in its discretion release proceeds to the Grantor for use in its business, all proceeds received by Lender shall be applied on the Obligations secured hereby, whether or not such Obligations shall have by their terms matured, such application to be made at such intervals as Lender may determine. Items received after 4:00 o'clock p.m. on any business day shall be deemed to have been received the following business day. In administering the collection of proceeds as herein provided for, Lender may accept checks or drafts in any amount and bearing any notation without incurring liability to Grantor for so doing.

(iv) Lender shall have the right, but shall incur no liability for failing to do so, in its own name, or in the name of the Grantor to demand, collect, receive, receipt for, sue for, compound and give acquittance for, any and all amounts due or to become due on the Receivables, to adjust, settle or compromise the amount or payment thereof, in the same manner and to the same extent as Grantor might have done, and to endorse the name of the Grantor on all commercial paper given in payment or part payment thereof, and in its discretion to file any claim or take any action or proceedings which Lender may deem necessary or appropriate to protect and preserve and realize upon the security interest of Lender in the Receivables and the proceeds thereof.

(v) Grantor will from time to time execute such further instruments and do such further acts and things as Lender may reasonably require by way of further assurance to Lender of the matters and things herein provided for or intended so to be. Without limiting the foregoing, Grantor agrees to execute and deliver to Lender an assignment or other form of identification in the form required by Lender of all Receivables at any time included under this Security Agreement, together with such other evidence of the existence and identity of such Receivables as Lender may reasonably require; and Grantor will mark its books and records to reflect this Security Agreement. Grantor will accompany each transmission of proceeds of Receivables to Lender with a report in such form as Lender may require in order to identify the Receivables to which such proceeds apply.

(vi) Returned or repossessed goods arising from or relating to any Receivables, if requested by Lender, shall be held separate and apart from any other property. Grantor shall as often as required by Lender, but not less often than weekly, report to Lender the appropriate identifying information with respect to such goods and the Receivables out of which or to which such goods relate.

(f) Control. Grantor will cooperate with the Lender in obtaining control with respect to Collateral consisting of deposit accounts.

(g) Transfers and Other Liens. Without the prior consent of Lender, the Grantor will not (i) sell, assign (by operation of law or otherwise), exchange, or otherwise dispose of any of the Collateral (except for sale or other use of Inventory in the ordinary course of business as presently conducted); or (ii) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral except for the security interest created by this Agreement, and except for any security interest specifically disclosed in **Exhibit "A,"** attached hereto.

(h) Damage to Collateral. The Grantor will promptly furnish to the Lender a statement respecting any material loss or damage to any of the Tangible Collateral.

(i) Corporate Status. The Grantor will preserve its corporate existence and will not merge into or consolidate with any other entity, sell all or substantially all of its assets, change its state of organization or name without providing Lender with thirty (30) days' prior written notice.

6. Additional Provisions Concerning the Collateral.

(a) The Grantor hereby authorizes Lender to file, without the signature of the Grantor where permitted by law, one or more financing or continuation statements, and amendments thereto, relating to the Collateral.

(b) The Grantor hereby irrevocably appoints Lender the Grantor's attorney-in-fact and proxy, with full authority in the place and stead of the Grantor and in the name of the Grantor or otherwise, from time to time in the Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this

Agreement, including, without limitation: (i) to obtain and adjust insurance required to be paid to Lender pursuant to Section 5(d) hereof; (ii) to ask, demand, collect, sue for, recover, compound, receive, and give acquittance and receipts for moneys due and to become due under or in respect of any of the Collateral; (iii) to receive, endorse, and collect any checks, drafts or other instruments, documents, and chattel paper in connection with clause (i) or (ii) above; (iv) to sign its name on any invoice or bill of lading relating to any Receivable, on drafts against customers, on schedules and assignments of Receivables, on notices of assignment, financing statements and other public records, on verification of accounts and on notices to customers (including notices directing customers to make payment direct to Lender); (v) to notify the post office authorities to change the address for delivery of its mail to an address designated by Lender, to receive, open and process all mail addressed to Grantor, to send requests for verification of Receivables to customers; and (vi) to file any claims or take any action or institute any proceedings which Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce the rights of Lender with respect to any of the Collateral. Grantor hereby ratifies and approves all acts of said attorney; and so long as the attorney acts in good faith it shall have no liability to Grantor for any act or omission as such attorney.

(c) If the Grantor fails to perform any agreement contained herein, Lender may itself perform, or cause performance of, such agreement or obligation, and the costs and expenses of Lender incurred in connection therewith shall be payable by the Grantor under Section 9 hereof, and shall be fully secured hereby.

(d) The powers conferred on Lender hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for moneys actually received by it hereunder, Lender shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

(e) Anything herein to the contrary notwithstanding, (i) the Grantor shall remain liable under any contracts and agreements relating to the Collateral to the extent set forth therein to perform all of its obligations thereunder to the same extent as if this Agreement had not been executed; (ii) the exercise by Lender of any of its rights hereunder shall not release the Grantor from any of its obligations under the contracts and agreements relating to the Collateral; and (iii) Lender shall not have any obligation or liability by reason of this Agreement under any contracts and agreements relating to the Collateral, nor shall Lender be obligated to perform any of the obligations or duties of the Grantor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

7. Remedies Upon Default. If an Event of Default shall have occurred:

(a) Lender may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral), and also may (i) require the Grantor to, and the Grantor hereby agrees that it will at its expense and upon request of Lender forthwith, assemble all or part of the Collateral as directed by Lender and make it available to Lender at a place to be designated by Lender which is reasonably convenient to Lender; and (ii) without notice except as specified below, sell the Collateral or any part

thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit or for future delivery, and at such price or prices and upon such other terms as Lender may deem commercially reasonable. The Grantor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Lender shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Any cash held by Lender as Collateral and all cash proceeds received by Lender in respect of any sale of, collection from, or other realization upon, all or any part of the Collateral shall be applied as follows:

(i) First, to the repayment of the reasonable costs and expenses, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with (A) the administration of this Agreement, (B) the retaking, custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral, (C) the exercise or enforcement of any of the rights of Lender hereunder, or (D) the failure of the Grantor to perform or observe any of the provisions hereof;

(ii) Second, to the reimbursement of Lender for the amount of any obligations of the Grantor paid or discharged by Lender pursuant to the provisions of this Agreement, and of any expenses of Lender payable by the Grantor hereunder;

(iii) Third, to the satisfaction of the Obligations, in such order as Lender shall elect;

(iv) Fourth, to the payment of any other amounts required by applicable law [including, without limitation, Section 47-9-608(a)(1)(C) or 47-9-615(a)(3) the Code or any successor or similar, applicable statutory provision]; and

(v) Fifth, the surplus proceeds, if any, to the Grantor or to whomsoever shall be lawfully entitled to receive the same or as a court of competent jurisdiction shall direct.

(c) In the event that the proceeds of any such sale, collection or realization are insufficient to pay all amounts to which Lender is legally entitled, the Grantor shall be liable for the deficiency, together with interest thereon at such rate(s) as shall be fixed by instrument(s) evidencing the Obligation(s) with respect to which such deficiency exists, together with the costs of collection and the reasonable fees of any attorneys employed by Lender to collect such deficiency.

8. Rights and Duties of Lender, Etc. Lender undertakes, as to this Agreement, to exercise only such duties as are specifically set forth in this Agreement and to exercise such of the rights, powers and remedies as are vested in it by this Agreement or by law. Lender may consult with counsel, and the written advice or opinion of such counsel shall be full and

complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

9. Indemnity and Expenses.

(a) The Grantor agrees to indemnify Lender from and against any and all claims, losses, and liabilities growing out of or resulting from this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses, or liabilities resulting solely and directly from Lender's gross negligence or willful misconduct.

(b) The Grantor will upon demand pay to Lender the amount of any and all costs and expenses, including the fees and disbursements of the Lender's counsel and of any experts and agents, which Lender may incur in connection with (i) the administration of this Agreement (excluding the salary of Lender's employees and Lender's normal and usual overhead expenses); (ii) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any Collateral; (iii) the exercise or enforcement of any of the rights of Lender hereunder; or (iv) the failure by the Grantor to perform or observe any of the provisions hereof, except expenses resulting solely and directly from Lender's gross negligence or willful misconduct.

10. Notices, Etc. All notices and other routine communications provided for hereunder (other than routine informational communications) shall be in writing and shall be mailed (by registered or certified mail, return receipt requested), sent by recognized overnight courier service, or delivered, if to the Grantor, to it at its address specified in the first paragraph of this Agreement, Attention of Guy Owen, Director, Marine Finance; and if to the Lender, to it Attention: Charles D. Rogers, Vice President, at its address specified in the first paragraph of this Agreement, with a copy (if other than a routine informational communication) to Baker, Donelson, Bearman, Caldwell & Berkowitz, 211 Commerce Street, Nashville, Tennessee 37201, Attention: Kenneth P. Ezell, Jr. All such notices and other communications shall be effective (i) if mailed, when received or three (3) days after mailing, whichever is earlier; (ii) if sent by recognized overnight courier service, on the first business day following the sending thereof, or (iii) if delivered, upon delivery.

11. Security Interest Absolute. All rights of Lender, all security interests and all obligations of the Grantor hereunder shall be absolute and unconditional irrespective of: (i) any lack of validity or enforceability of the Loan Agreement, any guaranty, or any other agreement or instrument relating thereto; (ii) any change in the time, manner, or place of payment of, or in any other term in respect of, all or any of the Obligations, or any other amendment or waiver of or consent to any departure from this Agreement, any guaranty, or any other agreement or instrument relating thereto; (iii) any increase in, addition to, or exchange, release, or non-perfection of, any other collateral, or any release or amendment or waiver of or consent to departure from any guaranty, for all or any of the Obligations; (iv) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Grantor in respect of the Obligations or this Agreement; or (v) the absence of any action on the part of Lender to obtain payment or performance of the Obligations from the Grantor or any other party.

12. Miscellaneous.

(a) No amendment of any provision of this Security Agreement shall be effective unless it is in writing and signed by the Grantor and Lender, and no waiver of any provision of this Agreement, and no consent to any departure by the Grantor therefrom, shall be effective unless it is in writing and signed by Lender, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) No failure on the part of Lender to exercise, and no delay in exercising, any right hereunder or under any other instrument or document shall operate as a waiver thereof; nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies of Lender provided herein and in the other instruments and documents are cumulative and are in addition to, and not exclusive of, any rights or remedies provided by law. The rights of Lender under any Loan Agreement between the parties, any guaranty, any other instrument which now or hereafter evidences or secures all or part of the Obligations, or any related document against any party thereto are not conditional or contingent on any attempt by Lender to exercise any of its rights under any other such instrument or document against such party or against any other party.

(c) Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or invalidity without invalidating the remaining portions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(d) This Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment in full of all of the Obligations, (ii) be binding on the Grantor and its successors and permitted assigns and shall inure, together with all rights and remedies of Lender hereunder, to the benefit of Lender and its successors, transferees, and assigns. None of the rights or obligations of the Grantor hereunder may be assigned or otherwise transferred without the prior written consent of Lender.

(e) Upon the satisfaction in full of all of the Obligations, Lender will, upon the Grantor's request and at the Grantor's expense, (i) return to the Grantor such of the Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof; and (ii) execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence termination of the security interest herein granted.

(f) This Agreement shall be governed by and construed in accordance with the statutes and laws of the State of Florida. If any provision hereof is in conflict with the provisions of the Loan Agreement, the provisions of the Loan Agreement shall control.

13. Special Provisions. If any Rider, initialed by the parties, is attached hereto, the provisions of such Rider are made a part hereof by reference as fully and particularly as if set out herein verbatim. Should there be any conflict in the provisions hereof and the provisions contained in such Rider, the provisions of such Rider shall control.

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IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officers on this the day and year first above written.

LAZZARA YACHT CORPORATION

By: 

Title: President

EXHIBIT "A"
TO
SECURITY AGREEMENT

Security Interest to be granted in all Assets of the Grantor to Volvo Financial Services, Inc.

A-1

EXHIBIT "B"
TO
SECURITY AGREEMENT

(Location of Inventory)

5300 West Tyson Avenue
Tampa, Florida 33611-3226

A-1

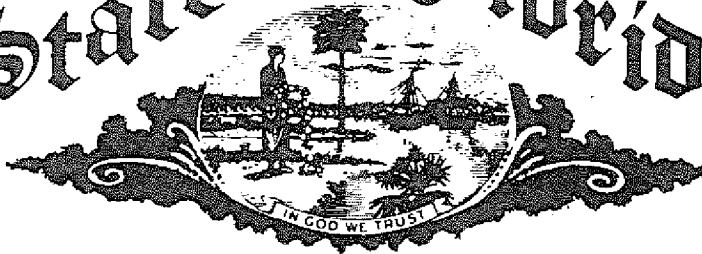
EXHIBIT "C"
TO
SECURITY AGREEMENT

B-1

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TRADEMARK
REEL: 005986 FRAME: 0144

State of Florida



Department of State

I certify from the records of this office that LAZZARA YACHT CORPORATION, is a corporation organized under the laws of the State of Florida, filed on April 25, 1991, effective April 23, 1991.

The document number of this corporation is S48299.

I further certify that said corporation has paid all fees due this office through December 31, 2007, that its most recent annual report/uniform business report was filed on January 31, 2007, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Tenth day of April, 2007



CR2EO22 (01-07)

[Handwritten Signature]
Kurt S. Browning
Secretary of State