

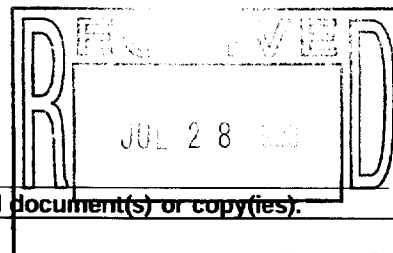
08-03-1999



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7.28.99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual

General Partnership

Limited Partnership

Corporation

Association

Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

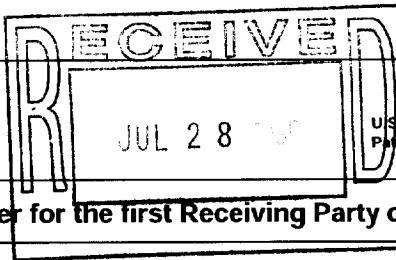
08/02/1999 NTHA11 00000248 962151

01 FC:481 40.00 OP
02 FC:482 175.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231
TRADEMARK

REEL: 001938 FRAME: 0328



Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="962,151"/>	<input type="text" value="2087,557"/>	<input type="text" value="1,286,170"/>
<input type="text" value="976,947"/>	<input type="text" value="1,091,927"/>	<input type="text" value="1,299,681"/>
<input type="text" value="2,087,556"/>	<input type="text" value="537,961"/>	<input type="text"/>

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Nicholas A. Formisano

Name of Person Signing

Signature

7/21/99

Date Signed

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This **TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT** (the "Agreement"), is made as of June 17, 1999, between **SEA WATCH INTERNATIONAL, LTD.**, a Delaware corporation (the "Borrower") and **FIRST PIONEER FARM CREDIT, ACA**, a federally chartered bank under the Farm Credit Act of 1971, as amended (the "Secured Party").

WITNESSETH:

WHEREAS, the Borrower and the Secured Party are parties to a Revolving Credit and Loan Agreement, of even date herewith (as amended from time to time hereafter, the "Loan Agreement"), with the Secured Party, pursuant to which the Secured Party, subject to the terms and conditions contained therein, has made and may make certain loans to the Borrower; and

WHEREAS, it is a condition precedent to the Secured Party's willingness to enter into the Loan Agreement and make any loans to the Borrower under the Loan Agreement and to enter into the certain promissory notes thereunder, (the "Notes"), the documents entered into in connection therewith securing the Obligations thereunder, and any and all other documents entered into in connection therewith (collectively, with the Loan Agreement, the Notes and the Security Agreements, the "Loan Documents") that the Borrower execute and deliver this Agreement to the Secured Party; and

WHEREAS, the Borrower wishes to grant assignments and security interests in favor of the Secured Party as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby agrees with the Secured Party as follows:

Section 1. Definitions.

1.01. Certain Terms. As used in this Agreement, the following terms shall have the meanings specified below:

Code: The Uniform Commercial Code, as in effect from time to time.

Security Agreement: The Security Agreement of even date herewith between the Borrower and the Secured Party, as amended or extended from time to time.

Trademark Collateral: See Section 2(a).

Trademark Licenses: See Section 2(a)(ii).

Trademark Registrations: All past, present or future federal, state, local and foreign registrations of the Trademarks (and all renewals and extensions of such registrations), and all past, present and future applications for any such registrations of the Trademarks (and any such registrations thereof upon approval of such applications) in the United States Patent and Trademark Office or in any similar office or agency of the United States or any state thereof or any similar office in any country or any political subdivision thereof, together with the right (but

not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Borrower, and to take any and all actions necessary or appropriate to maintain in effect and/or renew and extend such registrations.

Trademark Rights: Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Borrower or the Secured Party for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the rights referred to above in this definition or any goodwill associated therewith, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark Licenses.

Trademarks: See Section 2(a)(i).

1.02. Loan Agreements Definitions. Capitalized terms used herein without definition and defined in the Loan Agreement have the meanings assigned to them therein.

Section 2. Confirmation of Grant of Security Interest; Collateral Assignment.

(a) Grant of Security Interest. The Borrower hereby confirms that, pursuant to the Security Agreement, the Borrower has pledged, assigned and granted to the Secured Party a continuing security interest in and to, all of the Trademark Collateral (as defined below). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Borrower hereby ratifies and restates such pledge and security interest and hereby pledges, mortgages, assigns and grants to the Secured Party, a continuing security interest in all of its right, title and interest in and to all of the following property, whether now owned or hereafter acquired or existing (the "Trademark Collateral"):

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (collectively, the "Trademarks"), and all Trademark Registrations, including without limitation those referred to in Schedule 2(a)(i) Parts I and II, and all applications for registration, relating thereto, including, without limitation, those referred to on Schedule 2(a)(i) Part III;

(ii) all trademark licenses and other agreements providing the Borrower with rights to use trademarks (to the extent such licenses and other agreements do not prohibit the Borrower from granting a security interest in its rights thereunder) collectively, the "Trademark Licenses"), including without limitation those referred to in Schedule 2(a)(ii);

(iii) all reissues, extensions or renewals of any of the Trademarks or Trademark Registrations;

(iv) all of the goodwill of the business connected with the use of, and symbolized by, the Trademarks, Trademark Registrations and Trademark Licenses; and

(v) all Trademark Rights associated with the foregoing, including without limitation all Trademark Rights associated with any Trademark, Trademark Registration Trademark License referred to in Schedule 2(a)(i) or Schedule 2(a)(ii).

(b) Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Trademark Collateral provided in Section 2(a) hereof, the Borrower hereby grants, assigns, transfers, conveys and sets over to the Secured Party, its entire right, title and interest in and to the Trademark Collateral; provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon demand for payment in full of the Obligations (as defined in the Loan Agreements) and (ii) either (A) upon the written demand of the Secured Party or (B) upon the sale or other disposition of or foreclosure upon the Trademark Collateral pursuant to the Loan Agreements (including the transfer or other disposition of the Trademark Collateral by the Borrower to the Secured Party in lieu of foreclosure). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Trademark Collateral Assignment."

Section 3. Security Agreement. This Agreement has been executed and delivered by the Borrower for the purpose of registering the Trademark Collateral Assignment, and registering and confirming the grant of the security interest of the Secured Party in the Trademark Collateral, with the United States Patent and Trademark Office. For purposes thereof, and without limiting the generality of the foregoing, the Borrower will execute and file such short form Assignment for Security, in form and substance satisfactory to the Secured Party, as the Secured Party may request. The security interests granted pursuant hereto are granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreements. The Security Agreements (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its respective terms. The Borrower acknowledges and agrees that, at the time of the effectiveness of the Trademark Collateral Assignment, the Secured Party shall have the cumulative rights in and to the Trademark Collateral as are provided in this Agreement and the Security Agreements and shall have the rights in and to the Collateral (other than the Trademark Collateral) as are provided in this Agreement, the Security Agreements and the other Loan Documents.

Section 4. Effect of Trademark Collateral Assignment - Rights. Upon the effectiveness of the Trademark Collateral Assignment, the Secured Party shall own the entire right, title and interest in and to the Trademark Collateral and the exclusive right to use the Trademarks, free and clear of any liens, pledges, security interests, liens or other charges or encumbrances. Upon such effectiveness, in addition to all other rights and remedies of the Secured Party, whether under the Security Agreements, applicable law or otherwise (all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently, without notice to or consent by the Borrower except as expressly provided otherwise herein), the Secured Party's rights and remedies with respect to the Trademark Collateral shall include but not be limited to the following, without payment of royalty or compensation of any kind to the Borrower (except as expressly provided otherwise herein):

(a) The Secured Party may exercise, in respect of the Trademark Collateral, all the rights and remedies of a secured party under the Code (whether or not the Code applies to the affected Trademark Collateral).

(b) The Secured Party may, to the same extent that the Borrower has the right to do so immediately prior to the effectiveness of the Trademark Collateral Assignment, license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any of the Trademark Collateral, throughout the world for such term or terms, on such conditions, and in such manner, as the Secured Party shall in its sole discretion determine.

(c) The Secured Party may (without assuming any obligations or liability thereunder), at any time, enforce (and shall have the exclusive right but not the obligation to enforce) against any licensor, licensee or sublicensee all Trademark Rights of the Borrower, and take or refrain from taking any such action.

(d) In addition to the foregoing, in order to implement the assignment, sale, transfer or other disposition of any of the Trademark Collateral pursuant to this Section 4, the Secured Party may, pursuant to the authority granted in the powers of attorney provided in the Loan Agreement, execute and deliver on behalf of the Borrower one or more instruments of assignment of the Trademark Collateral, in form suitable for filing, recording or registration in any jurisdiction or country.

Section 5. Effect of Trademark Collateral Assignment - Borrower's Obligations.

(a) Upon the effectiveness of the Trademark Collateral Assignment, the Borrower shall not have any right, title or interest in or to any of the Trademark Collateral, and the Borrower shall immediately cease and desist in the use of the Trademarks or any colorable imitation thereof, and shall, upon written demand of the Secured Party, deliver to the Secured Party (or the Secured Party's designee), all unused or unsold goods bearing the Trademarks.

(b) In addition, upon the effectiveness of the Trademark Collateral Assignment, and upon written demand by the Secured Party, the Borrower shall execute and deliver to the Secured Party an assignment or assignments of the Trademark Collateral and such other documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; provided that the failure of the Borrower to comply with such demand will not impair or affect the validity of the Trademark Collateral Assignment. The Borrower agrees that any such assignment (including a Trademark Collateral Assignment and/or any recording thereof) shall be applied to reduce the Obligations outstanding only to the extent that the Secured Party actually receives cash proceeds in respect of the assignment, sale or disposition of, or other realization upon, the Trademark Collateral.

(c) In the event of any such license, assignment, sale, transfer or other disposition of the Trademark Collateral, or any of it, from and after the occurrence of an Event of Default, whether to or by the Secured Party, the Borrower shall supply to the Secured Party (or the Secured Party's designee) the Borrower's know-how and expertise relating to the products and services sold and provided under the Trademarks, and other records relating to the Trademark Collateral and to the production, marketing, delivery and sale of said products and services.

Section 6. After-Acquired Trademark Collateral. The Borrower agrees that, upon its commencement of use of or acquisition of any right, title or interest in or to any Trademarks, Trademark Registrations or Trademark Rights other than the Trademarks, Trademark Registrations and Trademark Rights set forth on Schedule 2(a)(i) and the Trademark Licenses set forth on Schedule 2(a)(ii) (including any variations or new versions of such scheduled Trademarks, Trademark Registrations and Trademark Rights), or upon commencement of use of any Trademark with (or the addition to any Trademark Registration of) any new class of goods or services, the provisions of this Agreement shall automatically apply thereto and the Borrower shall promptly notify the Secured Party thereof. The Secured Party shall be authorized to amend such Schedules 2(a)(i) and 2(a)(ii) to include such additional Trademarks, Trademark Registrations and Trademark Rights, with reasonable notice to the Borrower but without the necessity for the Borrower's approval of or signature to such amendment, and the Borrower shall do all such other acts (at its own expense) deemed necessary or appropriate by the Secured Party to implement and preserve the Secured Party's interest therein (including but not limited to

executing and delivering, and recording in all places where this Agreement or notice hereof is recorded, an appropriate counterpart of or supplement or amendment to this Agreement). Such additional Trademarks, Trademark Registrations and Trademark Rights shall be automatically deemed "Trademarks", "Trademark Registrations" and "Trademark Rights", as defined herein, and all representations and warranties of the Borrower set forth herein and in the Security Agreements shall be deemed to be restated by the Borrower as of the date of any such amendment of Schedule 2(a)(i) or Schedule 2(a)(i) with the full force and effect as though made on such date.

Section 7. Representations, Warranties and Covenants. The Borrower represents and warrants to, and covenants with, the Secured Party as follows:

(a) The Borrower is, and shall continue to be, the lawful owner of the entire right, title and interest in and to the Trademark Collateral, with full power and authority to execute this Agreement and perform its respective obligations hereunder, and to subject the Trademark Collateral to the assignment and security interest granted hereunder.

(b) The Borrower has, and shall continue to have, the right to the exclusive use of the Trademark Collateral in the manner in which it is currently used by the Borrower and its licensees in the United States and throughout the world, free and clear of any mortgage, pledge, lien, security interest, charge or other encumbrance or any other claim or right of any other party, including without limitation licenses and covenants not to sue, except the security interest and assignment herein provided.

(c) As of the date hereof, each of the Trademarks listed on Schedule 2(a)(i) is valid and enforceable, and the same constitute all trademarks and service marks now owned by the Borrower.

(d) Except as specified on Schedule 2(a)(i), the Borrower has adopted, used, is now using and shall continue to use the Trademarks in interstate commerce.

(e) The Borrower has applied for registration of the Trademarks, if any, indicated in Part III of Schedule 2(a) (i) in the United States Patent and Trademark Office and will use its best efforts to pursue such applications and obtain such registrations.

(f) There has been no decision adverse to the Borrower's claim of ownership or enforceability of the Trademark Collateral and there is no proceeding involving such rights threatened or pending in the United States Patent and Trademark Office or any court other than routine action on the applications for registration of certain of the Trademarks (not including opposition thereto).

(g) The Borrower shall promptly notify the Secured Party of the institution of, and any final adverse determination in, any proceeding in the United States Patent and Trademark Office or any court regarding the Borrower's claim of ownership or enforceability of any of the Trademark Collateral.

(h) The Borrower shall defend the Trademarks against all claims and demands of all Persons at any time claiming the same or any interests therein adverse to the Secured Party. Until the Obligations shall have been satisfied in full, the Borrower shall not pledge, mortgage or create, or suffer to exist any security interest in, or enter into any license, sublicense or other agreement relating to the use of the Trademarks, other than licenses listed on Schedule 2(a)(ii).

(i) In the event that any Trademark is infringed by a third party, the Borrower shall promptly notify the Secured Party and shall have the right and the first opportunity to sue for infringement and to recover and retain any and all damages from such infringement. In the event

that the Borrower refuses or fails to sue for infringement within 90 days following its first knowledge of such infringement, the Secured Party may sue for infringement and shall be entitled to recover and retain all damages recovered therefrom. All such damages, whether recovered by the Secured Party or the Borrower shall constitute part of the Collateral. The Borrower shall promptly, upon demand, reimburse and indemnify the Secured Party for all damages, costs and expenses, including reasonable legal fees, incurred by the Secured Party pursuant to this Section 7(i); provided, however, that any such reimbursement and indemnification of damages, costs, and expenses may be offset against any such damages or other compensation independently recovered in connection therewith by the Secured Party.

(j) Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and expenses incurred by the Secured Party in connection with (i) the Trademarks, (ii) the filing or recording of any documents (including all taxes in connection therewith) in public offices, (iii) the payment or discharge of any taxes, counsel fees, or encumbrances or (iv) otherwise protecting, maintaining or preserving the Trademarks or defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by the Borrower on demand by the Secured Party, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate prescribed in the Loan Agreement.

(k) Upon receipt thereof and request by the Secured Party, the Borrower shall deliver to the Secured Party copies of all existing official Certificates of Registration for those Trademarks on which applications are then pending.

(l) The Borrower and each licensee or registered user shall employ the Trademarks in the same or similar manner as they have in the past, shall maintain as in the past the quality of products and services offered under the Trademarks, shall employ the Trademarks with the appropriate notice of application or registration, shall not adopt or use any Trademark which is confusingly similar or a colorable imitation of the Trademarks, and shall not use the Trademarks except for the uses for which registration or application for registration of the Trademarks has been made.

(m) The Borrower has filed, and shall continue to prepare and file, in a timely manner all necessary affidavits of use and applications for renewal. The Borrower shall not, nor shall the Borrower permit any licensee or registered user to, abandon any of the Trademarks or do any act or omit to do any act, if such act or omission is of a character that tends to cause or contribute to the abandonment of any of the Trademarks.

(n) No financing statement, security agreement, assignment, license or transfer (other than that which may have been filed on behalf of the Secured Party) covering any of the Trademark Collateral is on file in any public office.

(o) All information with respect to the Trademark Collateral set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by the Borrower to the Secured Party, and all other written information heretofore or hereafter furnished by the Borrower to the Secured Party, is and will be true and correct as of the date furnished.

Section 8. Power of Attorney. The Borrower hereby authorizes and empowers the Secured Party to make, constitute and appoint any officer or agent of the Secured Party as it shall select, in its exclusive discretion, as the Borrower's true and lawful attorney-in-fact, with the power to endorse the Borrower's name, as applicable, on all applications, documents, papers and instruments necessary for the Secured Party to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any third person, or necessary for the Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to

any third person. The Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest, shall be irrevocable for the life of this Agreement and is in addition to, and not mutually exclusive with, any other powers of attorney provided under the Security Documents.

Section 9. Release of Security Interest. Upon the later to occur of (a) the indefeasible payment in full in cash of all of the Obligations or (b) the expiration or the termination of the Commitment, the Secured Party shall, at the Borrower's expense, execute and deliver to the Borrower all instruments and other documents as may be necessary or proper to release the security interest in the Trademark Collateral which has been granted pursuant hereto, the pledge and security interests granted hereby shall terminate and all rights to the Patent Collateral shall revert to the Borrower. Upon any such termination, the Secured Party shall reassign and redeliver, without recourse, and at the Borrower's expense, the Trademark Collateral then held by the Secured Party to the Borrower.

Section 10. Acknowledgment; Conflicts. The Borrower hereby further acknowledges and affirms that certain rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted pursuant hereto, are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In case of any conflict between the provisions of this Agreement and those of the Security Agreement as to the Trademark Collateral, this Agreement shall govern.

Section 11. Notices. All notices under this Agreement shall be made in a manner provided in the Loan Agreement.

Section 12. GOVERNING LAW. THIS AGREEMENT SHALL BE DEEMED A SEALED INSTRUMENT AND CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CONNECTICUT, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY OTHER STATE ARE GOVERNED BY THE LAWS OF SAID STATE.

Section 13. CONSENT TO JURISDICTION. THE BORROWER, TO THE EXTENT THAT IT MAY LAWFULLY DO SO, HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF CONNECTICUT AND THE UNITED STATES DISTRICT COURT FOR THE STATE OF CONNECTICUT, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ANY OF SUCH CREDITOR'S OBLIGATIONS ARISING HEREUNDER OR WITH RESPECT TO THE TRANSACTIONS CONTEMPLATED HEREBY, AND EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE AS TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM IN ANY OF SUCH COURTS. IN ADDITION, TO THE EXTENT THAT THE CREDITOR MAY LAWFULLY DO SO, IT CONSENTS TO THE SERVICE OF PROCESS BY PERSONAL SERVICE OR U.S. CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE CREDITOR. TO THE EXTENT SUCH CREDITOR HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR

NOTICE, ATTACHMENT PRIOR TO JUDGMENT ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO THE CREDITOR OR THE CREDITOR'S PROPERTY, THE CREDITOR HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

Section 14. WAIVER OF JURY TRIAL. BORROWER and SECURED PARTY irrevocably waive all rights to a trial by jury in any proceeding instituted by or against BORROWER or SECURED PARTY in respect of this Agreement, the OBLIGATIONS, or any FINANCING AGREEMENT

Section 15. Miscellaneous. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Borrower and its respective successors and assigns, and shall inure to the benefit of the Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall be in no way affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Borrower acknowledges receipt of a copy of this Agreement.

STATE OF Connecticut
COUNTY OF Hartford

)
) Enfield

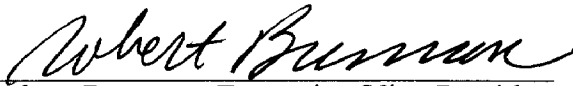
On this 23rd day of July, 1999, before me personally appeared James M. Papai, to me known, who, being by me duly sworn, declared that he is the Vice President of FIRST PIONEER FARM CREDIT, ACA (the "Secured Party"), the Secured Party described in and which executed the foregoing TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT; that, being duly authorized, he did execute the foregoing TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT on behalf of the Secured Party; and that the foregoing constitutes the free act and deed of the Secured Party.

Sandra R. Kelly
Notary Public
My commission expires: 4-30-03


SANDRA R. KELLY
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2003

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their duly authorized officers thereunto as of the date first above written.

SEA WATCH INTERNATIONAL, LTD.


By: 
Robert Brennan, Executive Vice President
and Treasurer

FIRST PIONEER FARM CREDIT, ACA

By: 
James M. Papai, Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 17th day of June, 1999, before me personally appeared Robert Brennan, to me known, who, being by me duly sworn, declared that he is the Executive Vice President and Treasurer of SEA WATCH INTERNATIONAL, LTD., a Delaware corporation (the "Corporation"), the Borrower described in and which executed the foregoing TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT; that, being duly authorized, he did execute the foregoing TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT on behalf of the Corporation; and that the foregoing constitutes the free act and deed of the Corporation.



Notary Public
My commission expires: _____

BRENDA G. BENNETT
Notary Public, State of New York
No. 01BES028848
Qualified in Bronx County
Commission Expires July 05, 2000

PART I

REGISTERED TRADEMARKS

UNITED STATES TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATED</u>
Surf-pride	962,151	6/26/73
Mr. Frosty's Chef Imperial	976,947	1/15/74
Sea Watch (block design)	2,087,556	8/12/97
Old Salt (block Design)	2,087,557	8/12/97
Old Salt/Mr. Frosty Trademarks w/ State of Maryland		
Clammos	1,091,927	5/23/78
Mr. Frosty	537,961	2/20/51
Capt. Fred	1,286,170	7/17/84
Sea Watch (Lighthouse design)	1,299,681	10/9/84
American Original/Blue Surf		11/30/93 according to agreement with Borden

NON U.S TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
None			

PART II
NON-REGISTERED TRADEMARKS

None

PART III
TRADEMARK APPLICATIONS

None

U.S. TRADEMARK APPLICATIONS

None

NON U.S TRADEMARK APPLICATIONS

None

Schedule 2(a)(ii)

LICENSES

None