

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

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.111/19/2010  
900175857

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silverton Marine Corporation		11/16/2010	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Warren R. Lührs		
Street Address:	404 Liberia 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:	0888549	SILVERTON	
Registration Number:	2263516		
Registration Number:	2803685	SILVERTON YACHT	
Registration Number:	3341285	TAKING VALUE TO GREAT LENGTHS	
Registration Number:	3441775	OVATION	
Registration Number:	3296834	SILVERTON ARMOR PROTECTION	
Registration Number:	3427950	OVATION	
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		

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TRADEMARK  
REEL: 004443 FRAME: 0221

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

Address Line 2: P.O. Box 1596  
Address Line 4: Wilmington, DELAWARE 19899

ATTORNEY DOCKET NUMBER: SIL-F00001

NAME OF SUBMITTER: John W. McGlynn

Signature: /jwm/

Date: 11/18/2010

Total Attachments: 6  
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# Security Agreement

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

whose address is 301 Riverside Drive  
Milford, New Jersey 08332-8766

referred to as "I" or "me,"  
AND the Secured Party Warren R. Laska

having his principal place of business at  
406 Silvertown 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 10, 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 Shorewaukery 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, with deductibles and co-payments as agreed in writing. You shall not be responsible for any deductibles or co-payments or the cost of the insurance. I will maintain the insurance and 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 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 guarantee 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.

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13. 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 gave me written notice of such failure.

CHOOSE 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 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. 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 name of each person having an interest in the real estate): None.

\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

19. Principal (Main) Place of Business and State of Incorporation or Formation. My principal place of business is located at: 301 Flowerfield Drive  
Mantoloking, New Jersey 08220-8788

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.

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21. **Prior Security Agreements.** *This Security Agreement supersedes all prior written and/or oral agreements.*

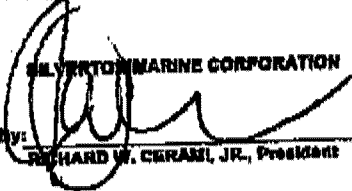
22. **Effectiveness.** *This Agreement will remain in effect until I pay the full amount of the debt and all other amounts secured by the Collateral under this Agreement. If any part of this Agreement is legally invalid, the rest of the Agreement will remain in effect.*

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 N. GARBACK, Secretary

SILVERTON MARINE CORPORATION  
  
By: RICHARD W. CERAMI, JR., President Debtor

Debtor

(No signature of Secured Party is necessary)

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### Description of Collateral

The following Collateral is subject to this Security Agreement:  
See attached Description of Collateral.

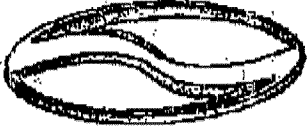

The Collateral includes all attachments to and replacements of the property described above, and all proceeds of any of it.

<p align="center"><b>Security Agreement</b></p> <p>Silverton Marine Corporation</p> <p align="right"><i>Debtor(s)</i></p> <p align="center">TO</p> <p>Warren R. Lührs</p> <p align="right"><i>Secured Party</i></p>	<p><i>Dated: November 18, 2010</i></p>
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**DESCRIPTION OF COLLATERAL**

The trademarks and trade names SILVERTON, Silverton Marine Corporation, OVATION, Ovation Yachts all other trademarks and trade names worldwide owned by Silverton 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.
SILVERTON	968,543
	
Silverton Logo	2,263,516
SILVERTON YACHT	2,903,685
TAKING VALUE TO GREAT LENGTHS	3,341,285
OVATION	3,441,775
SILVERTON ARMOR PROTECTION	3,296,834
	
OVATION & Design	3,427,950

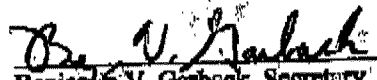
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**GUARANTY**

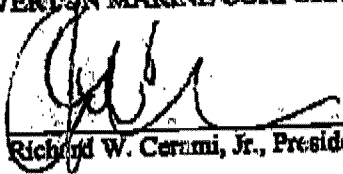
The undersigned hereby guarantees payment in full to Warren R. Luhrs ("Luhrs") of a Promissory Note, in the amount of [REDACTED] and 00/100 [REDACTED] Dollars, made, executed and delivered to Luhrs by Morgen Industries Corporation on November 16, 2010, payable on demand together with interest at the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

SILVERTON MARINE CORPORATION

By:   
Richard W. Cerami, Jr., President