

02-24-2000



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**RECORDATION FORM COVER SHEET
PATENTS ONLY**

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

Submission Type

☒ **New**

☐ **Resubmission (Non-Recordation)**
Document ID#

☐ **Correction of PTO Error**
Reel # Frame #

☐ **Corrective Document**
Reel # Frame #

Conveyance Type

☐ **Assignment** ☒ **Security Agreement**

☐ **License** ☐ **Change of Name**

☐ **Merger** ☐ **Other**

U.S. Government
(For Use ONLY by U.S. Government Agencies)

☐ **Departmental File** ☐ **Secret File**

Conveying Party(ies)

☐ **Mark if additional names of conveying parties attached**

Execution Date
Month Day Year
12/01/99

Name (line 1) EPL TECHNOLOGIES, INC.

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Execution Date
Month Day Year

Receiving Party

☐ **Mark if additional names of receiving parties attached**

☐ 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 is attached. (Designation must be a separate document from Assignment.)

Name (line 1) LANCER OFFSHORE, L.P.

Name (line 2)

Address (line 1) 375 PARK AVENUE

Address (line 2) SUITE 2001

Address (line 3) NEW YORK

NEW YORK

10152

City

State/Country

Zip Code

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)

02/24/2000 DMGUYEN 00000040 4937085

FOR OFFICE USE ONLY

01 FC:581

160.00 OP

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

PATENT
REEL: 010579 FRAME: 0459

Correspondent Name and Address

Area Code and Telephone Number 800-833-9848

Name CAROLYN DECROSTA C/O CSC

Address (line 1) 80 STATE STREET

Address (line 2) 6TH FLOOR

Address (line 3) ALBANY, NEW YORK 12207

Address (line 4)

Pages

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

11

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

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

Patent Application Number(s)

Patent Number(s)

4,937,085	5,346,712	5,858,432
5,912,034		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number

only if a U.S. Application Number has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ 160.00

Method of Payment:
Deposit Account

Enclosed ☒ 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.

CAROLYN DECROSTA

Name of Person Signing


Signature

01/12/2000

Date

EXHIBIT B

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
 : SS.
COUNTY OF New York)

KNOW ALL MEN BY THESE PRESENTS, that EPL Technologies, Inc., a corporation formed under the laws of Colorado, with its principal office at 2 International Plaza, Suite 245, Philadelphia, Pennsylvania 19113-1507 (hereafter called "Assignor"), pursuant to a Patent Collateral Security Agreement, dated the date hereof (the "Patent Agreement"), hereby appoints and constitutes Lancer Offshore, L.P. (hereafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. Assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the Patents listed on Exhibit A of the Patent Agreement, and including those patents which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and delivery any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To execute any and all documents, statement, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to the Patent Agreement, dated the date hereof, between Assignor and Assignee and may not be revoked until the payment in full of all Obligations as defined in such Patent Agreement.

EPL Technologies, Inc.

By: 

Name: Paul L. Devine

Title: President and CEO

PATENT COLLATERAL SECURITY AGREEMENT

THIS PATENT COLLATERAL SECURITY AGREEMENT ("Agreement"), dated as of December 1, 1999, is entered into between EPL TECHNOLOGIES, INC., a Colorado corporation ("Debtor"), and LANCER OFFSHORE, L.P., a British Virgin Islands limited partnership ("Lancer") for itself and as agent for Viator Fund, Ltd ("Viator", and Lancer, for itself and in its capacity as the agent for Viator, "Lender"), in light of the following:

A. Debtor and Lender are, contemporaneously herewith, entering into that certain Credit Agreement (the "Lancer Agreement") and other instruments, documents and agreements contemplated thereby or related thereto, pursuant to which Lancer is lending Debtor \$3,000,000; and

B. Debtor and Viator are, contemporaneously herewith, entering into that certain Credit Agreement (the "Viator Agreement" and together with the Lancer Agreement, the "Credit Agreements") and other instruments, documents and agreements contemplated thereby or related thereto, pursuant to which Viator is lending Debtor \$500,000; and

C. Debtor is the owner of certain intellectual property, identified below, in which Debtor is granting a security interest to Lender.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. Certain Definitions.

Capitalized terms used in this Agreement shall have the following respective meanings (unless otherwise expressly provided elsewhere herein):

"Code" means the Uniform Commercial Code in effect in the Commonwealth of Pennsylvania, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) the entire right, title and interest of Debtor in and to the Patents, listed on Exhibit A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all patents, and applications appurtenant thereto, hereafter acquired or filed by Debtor, including, without limitation, all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and the world; and

(ii) to the extent not otherwise included, all Proceeds (as defined in the Code) and products of any or all of the foregoing.

“Obligations” means the payment and performance of any and all of the Debtor’s obligations under or in connection with the Credit Agreements.

“Patents” means the United States patents and patent applications shown in the attached Exhibit A and those United States patents which are hereafter applied for or acquired by Debtor, and all right, title and interest therein and thereto, and all applications, continuing applications, reissues and re-examinations thereof, including, without limitation, applications, in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, all whether now owned or hereafter acquired by Debtor.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Debtor hereby grants and conveys to Lender a first priority security interest in, and conditionally assigns, but does not transfer title, to Lender, all of Debtor’s right, title, and interest in and to the Collateral to secure the Obligations.

3. Litigation and Proceedings. Debtor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and at its own expense, such suits, administrative proceedings, or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Debtor shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Debtor’s becoming aware thereof, Debtor shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Debtor’s claim of ownership in any of the patents or trademarks, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

4. Power of Attorney. Following an Event of Default, Debtor grants Lender a power of attorney, having the full authority, and in the place of Debtor and in the name of Debtor, from time to time and in Lender’s discretion following such an Event of Default, 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:

- (a) To endorse Debtor’s name on all applications, documents, papers, and instruments necessary for Lender to use or maintain the Collateral;
- (b) To ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;
- (c) To file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender’s rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any Person.

Concurrently herewith, Debtor is executing and delivering to Lender, in the form of Exhibit B hereto, three (3) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Patents pursuant to the terms hereof.

5. Event of Default. The term “**Event of Default**,” as used herein, shall mean any “Event of Default” under and as defined in the Credit Agreements.

6. Specific Remedies. Upon the occurrence of any Event of Default, Lender shall have, in addition to other rights given by law or in this Agreement, the Credit Agreements, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code.

7. General Provisions.

(a) Effectiveness of This Agreement. This Agreement shall be binding and deemed effective when executed by Debtor and accepted and executed by Lender.

(b) Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be effective only to such extent, without invalidating the remainder of this Agreement.

(c) Governing Law. This Agreement shall be deemed to have been made in the Commonwealth of Pennsylvania and shall be governed by and interpreted in accordance with the laws of such commonwealth, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

(d) Consent to Jurisdiction. Each of the Debtor and the Lender hereby consents to the jurisdiction and venue of the courts of the Commonwealth of Pennsylvania or any federal court located in such state, waives personal service of any and all process upon it and consents that all such service of process be made by certified or registered mail directed to Debtor or Lender, as applicable, in accordance with the notice provisions of the Credit Agreements and service so made shall be deemed to be completed upon actual receipt or execution of a receipt by any officer at such address. Each of Debtor and Lender hereby waives the right to contest the jurisdiction and venue of the courts located in the Commonwealth of Pennsylvania on the ground of inconvenience or otherwise and, further, waives any right to bring any action or proceeding against the other party in any court outside the Commonwealth of Pennsylvania. The provisions of this Section 7 (d) shall not limit or otherwise affect the right of the Debtor or the Lender to institute and conduct an action in any other appropriate manner, jurisdiction or court.

(e) Notices. Except as otherwise provided herein, all notices, demands and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the notice provision of the Credit Agreements.

(f) Binding Effect; Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Debtor without the prior written consent of Lender. The rights and benefits of Lender hereunder shall, if Lender so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

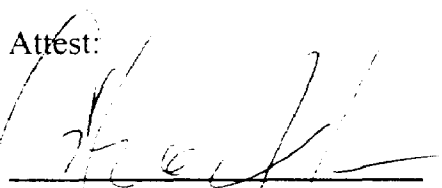
(g) Modification. This Agreement is intended by Debtor and Lender to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by Debtor and a duly authorized officer of Lender.

(h) Counterparts. This Agreement may be executed in any number of counterparts, and by Lender and Debtor in separate counterparts, each of which shall be an original, but all of which shall together constitute one and the same agreement.

(i) Termination By Lender. After termination of the Credit Agreements and when Lender has received payment and performance in full of all Obligations, Lender shall execute and deliver to Debtor a termination of all of the security interests granted by Debtor hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Attest:



CONSTANCE J. KAPLAN
Notary Public, State of New York
No. 01KA6007186
Qualified in New York County
Commission Expires May 18, 2000

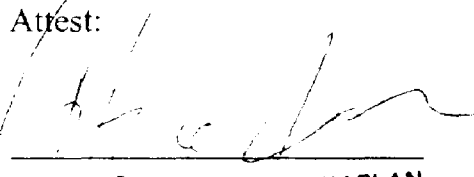
EPL TECHNOLOGIES, INC.

By: 

Name: Paul L. Devine

Title: President and CEO

Attest:



CONSTANCE J. KAPLAN
Notary Public, State of New York
No. 01KA6007186
Qualified in New York County
Commission Expires May 18, 2000

LANCER OFFSHORE, ~~LLP~~ INC

By: 

Name: MICHAEL LERNER

Title: VICE PRESIDENT

STATE OF NEW YORK)
)ss. :
COUNTY OF NEW YORK)

On the 1st day of December, 1999, before me personally came Paul L. Devine, to me known, who, being by me duly sworn, did depose and say that he resides at c/o EPL, 2 International Plaza, ste 245, Philadelphia PA; that he is the President and CEO of EPL Technologies, Inc., the corporation described in and which executed the above instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

CONSTANCE J KAPLAN
Notary Public, State of New York
No. 01KA6007186
Qualified in New York County
Commission Expires May 18, 2000

STATE OF NEW YORK)
)ss. :
COUNTY OF NEW YORK)

On the 1st day of December, 1999, before me personally came Michael Laver, to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the Investment Manager of Lancer Offshore, Inc., the limited partnership described in and which executed the above instrument; and that he signed his name thereto by order of the members of said company.



Notary Public

CONSTANCE J KAPLAN
Notary Public, State of New York
No. 01KA6007186
Qualified in New York County
Commission Expires May 18, 2000

Exhibit "A"

U.S. PATENTS

<u>Parent Description</u>	<u>Issue Date</u>	<u>Parent No.</u>
1. Discoloration preventing food preservative and method	June 26, 1990	4,937,085
2. Methods for inhibiting white blush on processed carrots	September 13, 1994	5,346,712
3. Methods for shipping broccoli without ice	January 12, 1999	5,858,432
4. Process for inhibiting enzymatic browning and maintaining textural quality of fresh peeled potatoes	June 15, 1999	5,912,034