

06-14-2000

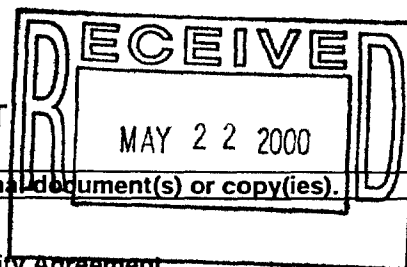
U.S. Department of Commerce  
Patent and Trademark Office  
**PATENT**



101381051

**RECORDATION FORM COVER SHEET  
PATENTS ONLY**

5.22.00



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  
05/12/00

Name (line 1) COOLEY, EDWARD

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

Name (line 1) DE STER ACS AMERICAS CORPORATION

Name (line 2)

Address (line 1) 260 PEACHTREE STREET

Address (line 2) SUITE 2000

Address (line 3) ATLANTA

GA

30303-1239

City

State/Country

Zip Code

☐ 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.)

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name N/A

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

06/13/2000 DNGUYEN 00000140 29051544

FOR OFFICE USE ONLY

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160.00 DP

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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: 010841 FRAME: 0221**

## Correspondent Name and Address

Area Code and Telephone Number (404) 653-0300

Name ROSLYN S. FALK

Address (line 1) ANDRE &amp; BLAUSTEIN, LLP

Address (line 2) 127 PEACHTREE ST., N.E.

Address (line 3) SUITE 700

Address (line 4) ATLANTA, GA 30303-1800

## Pages

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

# 29

## 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)

29051588

## Patent Number(s)

D 0389701

D 0389376

D 0384248

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

PCT

PCT

PCT

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

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.

ROSLYN S. FALK, ESQ.

Name of Person Signing

Roslyn S. Falk, Esq.

Signature

May 18, 2000

Date

## SECURITY AGREEMENT

THIS AGREEMENT is made this 12<sup>th</sup> of May, 2000, by and between **EDWARD COOLEY**, a South Carolina resident, and **SEAFORMS INC.**, a South Carolina corporation (individually and jointly referred to hereinafter as "Debtor"), on the one hand and **DE STER ACS AMERICAS CORPORATION**, a Florida corporation (hereinafter called "Secured Party") on the other.

### **STATEMENT OF FACTS**

A. Secured Party and Debtor are parties to that certain Loan and Security Agreement, dated October 25, 1999 (hereinafter referred to as the "Prior Agreement"), that provides for Secured Party to make certain extensions of credit to Debtor, provides for the payment of certain Obligation owing by Debtor to Secured Party and creates a security interest in favor of Secured Party on certain assets of Debtor. The total principal amount of the Obligation under the Prior Agreement is SIXTEEN THOUSAND ONE HUNDRED DOLLARS (\$16,100.00).

B. The parties now desire to have this Agreement supercede the Prior Agreement and provide for the terms and conditions for payment and performance by Debtor owing to Secured Party under the Prior Agreement and other Obligation, to be described herein.

C. Secured Party is willing to lend an additional TWENTY ONE THOUSAND DOLLARS (\$21,000.00) to or for the benefit of Debtor, and to combine this amount with the entire Obligation under the Prior Agreement, in a new Note in the amount of THIRTY SEVEN THOUSAND ONE HUNDRED DOLLARS (\$37,100.00), as described below.

D. Simultaneously with the execution of this Agreement, Debtor has executed and delivered to Secured Party a promissory note of even date in the original principal amount of THIRTY SEVEN THOUSAND ONE HUNDRED DOLLARS (\$37,100.00) (hereinafter referred to as the "Note") to evidence receipt by Debtor of the total amount of Obligation by Debtor owing to Secured Party.

E. For the purpose of securing the Note and any additional liabilities of Debtor under the Note and the Security Agreement, Debtor has agreed to convey to Secured Party a first priority security interest in certain tangible and intangible personal property of Debtor herein described.

**NOW, THEREFORE**, for and in consideration of these premises and the respective covenants and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which the parties conclusively acknowledge, the parties agree as follows:

#### 1. Creation of Security Interest.

(a) In order to secure the payment and performance of all the indebtedness and obligations owed by Debtor to Secured Party (the "Obligations"), including but not limited to,

under the Note, all additional obligations of Debtor under the Note and this Agreement, including without limitation, all expenditures by Secured Party for taxes, insurance, repairs to and care of the Collateral (as described below) and all costs and expenses incurred by Secured Party in the collection and enforcement of the Note and other indebtedness and obligations of Debtor to Secured Party, and any renewals and extensions thereof and substitutions therefor (all such indebtedness and obligations being hereinafter collectively referred to as the "Obligations"), Debtor hereby grants to Secured Party a present and continuing lien and first priority security interest in the following collateral:

(i) Equipment. All of the now existing and hereafter acquired and/or developed equipment, tools, dies and molds and their component parts used and/or useful in the creation, manufacture and/or production of certain Seafood Serving Dishes, and variations thereof, including but not limited to, those Seafood Serving Dishes which are shown, described and/or listed on Exhibit "A" attached hereto and incorporated herein by reference.

(ii) Intellectual Property. All of the now existing and hereafter acquired and/or developed and/or improved intellectual property of the Debtor, relating to Seafood Serving Dishes, and all related rights, licenses and ownership, including but not limited to, the following:

(A) Patents. As used herein, the term Apatent@ shall mean all right, title and interest of Debtor, throughout the world, in any and all inventions and designs relating to the Seafood Serving Dishes, including, but not limited to designs patented, patents applied for (patents pending), patent applications being drafted, patentable designs and processes and all related contracts, ownership, agreements, rights and license thereto, including without limitation those which are listed and/or shown on Exhibit "B" attached hereto and incorporated herein by this reference;

(B) Trademarks. As used herein, the term Atrademark@ shall mean all right, title and interest of Debtor, throughout the world, in all registered and/or registrable marks, trade marks, service marks and trade dress and common law trade marks and service marks and trade dress relating to Seafood Serving Dishes;

(C) Copyrights. All works of art, drawings, designs, copyrights, copyrightable materials, and indicia evidencing and/or describing said works of art, drawings, designs, copyrights and copyrightable materials relating to Seafood Serving Dishes, including but not limited to those described and/or listed on Exhibit "A" and/or Exhibit "B";

(D) Trade Names. The trade names of the Seafood Serving Dishes, to wit: "SeaForms@; and

(E) Other Intangibles. All other general intangibles as defined under the Uniform Commercial Code of Georgia relating to the Seafood Serving Dishes, including but not limited to, any inventions, discoveries, improvements, ideas, trade secrets, know-how, confidential information, and all other intellectual property owned or claimed by

Debtor pertaining to the Seafood Serving Dishes; all books, records, documentation evidencing and relating to the Seafood Serving Dishes; and all products, returns, additions, accessions and substitutions of the foregoing.

(b) All of the above listed assets, including proceeds therefrom and additions, improvements and accessions thereto, are herein individually and collectively referred to as the "Collateral".

2. Warranties and Covenants of Debtor.

Debtor hereby represents, warrants and covenants with and to Secured Party that:

(i) Debtor is executing and delivering this Agreement in order to induce Secured Party to forbear actions with respect to the Prior Agreement, to make the additional advances and to accept the Note, and that Secured Party's making of the additional advances and acceptance of the Note constitutes adequate and sufficient legal consideration for the execution, delivery and performance of this Agreement and the Note;

(ii) the Collateral is not subject to the interest of any third person, and Debtor will keep the Collateral free and clear of any and all liens, security interests and encumbrances whatsoever;

(iii) Debtor owns and holds good and legally sufficient title to and has full power and authority to assign, transfer and convey to Secured Party the Collateral and Debtor will have such ownership, title and authority with respect to any substituted and additional Collateral which may hereafter be delivered to Secured Party, free and clear of any and all liens, security interests and encumbrances;

(iv) Edward Cooley is a resident of South Carolina, and Seaforms Inc., is a duly organized and validly existing South Carolina corporation, with principal place of business in South Carolina, in good standing and qualified to do business in every state where failure to do so could have a material adverse effect, and has all necessary authority to execute, deliver and perform its obligations under the Credit Documents (including this Agreement); the execution and performance by Debtor of the Credit Documents (including this Agreement) have been duly authorized by all necessary action on its part and will not violate or constitute a default under the terms of any agreement, note or other document, license, judgment, decree, order, law, statute, ordinance or other governmental rule or regulation applicable to Debtor or any of its property and the Credit Documents (including this Agreement) have been duly and validly executed, and delivered by Debtor and constitute its legal, valid and binding obligation, enforceable, in accordance with its terms, subject, as to enforcement, only to bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally. As used herein, "Credit Documents" means all documents and instruments now or hereafter evidencing, securing or otherwise relating to the Obligations, including without limitation, the documents and agreements executed concurrently herewith, together with all renewals, modifications,

replacements, and extensions thereof, any other documents or agreements evidencing Debtor's obligations to and agreements with Secured Party;

(v) there is no investigation by any governmental agency pending or to its knowledge threatened against Debtor and there is no action, suit, proceeding or claim pending or to its knowledge threatened against Debtor or its assets or goodwill, or against or affecting any transactions contemplated by this Agreement, any other Credit Document, or other instruments or documents delivered in connection herewith or therewith, which if adversely determined with respect to Debtor would result in any material adverse change in the rights of the Secured Party with respect to the Collateral;

(vi) no certificate of title, financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating an encumbrance or charge against any of the Collateral is in existence or on file in any public office;

(vii) Debtor will defend the Collateral against the claims and demands of all third persons;

(viii) Debtor will promptly pay or discharge all taxes, charges, liens and assessments payable with respect to any of the Collateral;

(ix) Debtor has acquired the Collateral, and shall use and acquire additional Collateral solely in connection with the business of the Debtor. The Collateral represents and includes all of the intellectual property of Debtor used or useful in the Debtor's business, including without limitation, production and sale of the Seafood Serving Dishes;

(x) Debtor will comply with the requirements of all applicable laws, rules, regulations, and orders of any governmental authority, the noncompliance with which would materially adversely affect Secured Party's rights with respect to the Collateral. By way of clarification but not limitation, Debtor represents and warrants that Debtor has made or caused to be made all filings and payments reasonable and necessary to maintain the intellectual property and Debtor's exclusive rights thereto;

(xi) Debtor will maintain in good repair, working order and condition all property subject to this Security Agreement;

(xii) Debtor shall at all times retain possession and control of the Collateral, at Debtor's risk of loss until sale to third parties in the ordinary course of business. Debtor has the exclusive rights to use and commercialize the Collateral, subject to the terms of this Agreement and other agreements between Debtor and Secured Party;

(xiii) Debtor shall dispose of the Collateral only in connection with Debtor's ordinary course of business, except for the disposal of equipment to be replaced by equipment of equal or greater value in the production of Seafood Serving Dishes.

(xiv) Debtor acknowledges that Secured Party has fully performed its obligations under the Prior Agreement.

(xv) Debtor acknowledges and agrees that Secured Party is relying upon each and every representation, warranty and covenant of Debtor, and that each and every representation, warranty and covenant of Debtor is material is supported by independent, valuable consideration, and are each together and individually enforceable.

3. Obligations of Debtor.

(a) Debtor shall pay to Secured Party the sums evidenced by the Note in accordance with the terms of the Note; and

(b) Debtor shall pay immediately, without notice, if Secured Party so elects the entire unpaid Obligation to Secured Party if there is an Event of Default under the Note, or under this Agreement; and

(c) Debtor shall pay all expenses and reimburse Secured Party for any expenditures, including reasonable attorneys' fees and legal expenses, in connection with Secured Party's exercise of any of its rights and remedies upon Default under Section 6; and

(d) Debtor shall pay and perform its Obligations and all of its covenants and agreements under the Credit Documents according to their terms as if each was fully herein set forth.

4. Duties of Debtor.

The Debtor agrees as follows:

(a) Payment and Performance. The Debtor shall pay and perform all of the Obligations secured by this Agreement according to their terms.

(b) Further Assurances. The Debtor shall defend the title to the Collateral against all persons. On demand by the Secured Party, the Debtor shall: (1) furnish further assurance of title; and (2) execute any written instruments or do any other acts necessary to make effective the purposes and provisions of this Agreement.

(c) Care and Maintenance of Collateral.

(1) Proper Care. The Debtor shall use reasonable care in the custody and preservation of the Collateral, and shall maintain the Collateral in good condition. Debtor shall use its best efforts to protect the value of the Collateral, and prevent any action from being taken that would or could, in the exercise of reasonable business judgment, jeopardize or diminish the security afforded to Secured Party by the Collateral.

(2) Insurance. The Debtor shall keep the Collateral insured for the benefit of the Secured Party against loss or damage by accident, theft, fire and other casualties and risks in such reasonable amounts as required by the landlord of the premises. Upon the issuance of all such policies, Debtor shall deliver the same to Secured Party together with evidence satisfactory to Secured Party that the premiums therefor have been paid. Within fifteen (15) days prior to the expiration date of each such policy, Debtor shall deliver to Secured Party a renewal policy together with evidence satisfactory to Secured Party that the premium therefor has been paid.

(3) Encumbrances and Taxes. The Debtor shall keep the Collateral free from all liens, claims, charges, encumbrances, taxes and assessments. Debtor shall pay all taxes and other charges against the Collateral, shall not use the Collateral illegally, and shall suffer to exist no levy, seizure or attachment of the Collateral.

(d) Debtor agrees to and shall cooperate with Secured Party in any and all joint filings with the United States Patent and Trademark Office, or any other office, whenever appropriate to secure protection for any and all intellectual property which is subject to this Agreement and/or which may be developed jointly between Debtor and Secured Party, including but not limited to designs, trademarks, inventions, improvements and other intangibles.

(e) Failure to Perform Required Acts.

(1) Performance by Secured Party. Upon failure by the Debtor to perform the acts described in this Section 4, the Secured Party is authorized and has the option to take possession of the Collateral or to perform any of such acts in any manner deemed proper by the Secured Party, or both, without waiving any rights to enforce this Agreement.

(2) Reimbursement of Secured Party. At its option, the Secured Party, may pay any taxes, assessments, liens, security interests or other encumbrances placed against the Collateral, and may pay for insurance, repair and preservation of Collateral and any necessary expenses, including reasonable attorney's fees, to protect the Secured Party's interests in the Collateral and in exercising its rights and remedies on default. Any amount so paid shall become a part of the Obligation and shall bear interest from the date incurred or paid by Secured Party at the rate of fifteen percent (15%) per annum.

(f) Financing Statement and Agreement to Execute. Debtor agrees to execute as appropriate all necessary financing statements, amended financing statements, continuation statements or other documents, conditional assignments, agreements or other instruments, including but not limited to, any filings with the United States Patent and Trademark Office, United States Copyright Office, and other state or foreign governed intellectual property filing offices, or any successors thereto necessary for the Secured Party to perfect or maintain its security interest in the Collateral. By way of example, and without limiting in any way the generality of the foregoing, Debtor agrees to cooperate with the Secured Party in timely preparing, signing and filing any and all documents with the United States Patent and Trademark Office, or other authority simultaneously with any application for a new patent, as listed in Exhibit "B", all statements necessary and appropriate to perfect Secured Party's interest such



application and/or patent. Debtor will execute all such financing statements and other agreements in a form satisfactory to Secured Party.

(1) The location of the Collateral at the date of execution of this Agreement is Mullinix Packages, Inc., 3511 Engle Road, Fort Wayne, Indiana 46809. Said location is and shall at all times be the location of the Collateral unless otherwise agreed to in writing by Secured Party; provided, supplies, parts, tools, dies, machinery, molds and work-in-process and the like may be in such other locations as maybe necessary for manufacture and storage, but are subject to this agreement. Debtor shall notify Secured Party in writing of all such other locations and cooperate with Secured Party in Secured Party's filing of financing statements and Secured Party's perfecting its first priority security interest in and on such Collateral.

(2) From time to time as requested by Secured Party, Debtor shall obtain such waivers of lien, estoppel certificates or subordination agreements as Secured Party may reasonably request to insure the priority of its security interest in the Collateral.

(3) Debtor hereby represents that Secured Party has a security interest in the Collateral valid against all third parties and superior in priority to all third parties, and Debtor agrees to take all actions necessary to ensure that Secured Party maintains such superior priority in the Collateral.

(4) Debtor shall not sell or otherwise dispose of the Collateral other than in the ordinary course of its business for cash or on open account or on terms of payment ordinarily extended to its customers; create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, security interest or other encumbrance on the Collateral other than the security interest hereunder; or change the location of the Collateral, its records with respect thereto or its corporate or other fictitious name without giving Secured Party at least 30 days prior written notice thereof and delivering to Secured Party financing statements or other documents as may be requested by Secured Party to maintain the perfection of its security interest in the Collateral.

(g) Power of Attorney. Debtor irrevocably designates and appoints Secured Party, and each officer thereof, its true and lawful attorney-in-fact either in the name of Secured Party or Debtor to take any and all actions as Secured Party may deem necessary or desirable in order to enforce the covenants of the Debtor under this agreement, including, but not limited to, power to take any and all actions necessary to perfect or maintain Secured Party's security interest in the Collateral. This power of attorney is coupled with an interest and shall be irrevocable so long as any amounts remain unpaid on any of the Obligations and/or any of the Obligations remains unperformed by Debtor under this Agreement and/or any of the Credit Documents.

#### 5. Events of Default.

At the Secured Party's option, the duties and obligations secured by this Security Agreement shall become immediately due and payable in full upon the occurrence of one or more of the events listed in paragraphs (a) through (k) below (which are each hereinafter referred to as an "Event of Default"):

(a) Failure by Debtor punctually to make payment within any permitted cure period of any amount payable, whether principal or interest, on any of the Obligations when the same becomes due and payable; or

(b) The occurrence of any one or more Events in Default under either or both of this Agreement or any of the other Credit Documents of even date herewith; or

(c) If any statement, representation, or warranty of Debtor made in this Agreement, in any other document furnished in connection herewith to Secured Party, or in the Credit Documents proves to have been untrue, incorrect, misleading or incomplete in any material respect as of the date made, or if the same shall cease to be true and such change shall have a material adverse effect; or

(d) Failure of Debtor punctually and fully to perform, observe, discharge or comply with, or to cause to be complied with, any of the covenants set forth in this Agreement or in the Credit Documents; or

(e) The making of any levy, seizure or attachment of or upon any of the Collateral, if such levy, seizure or attachment continues in effect for thirty (30) days; or

(f) If the Debtor shall fail to comply with any statute, requirement, rule, regulation, order or decree, of any federal, state, municipal or other governmental authority relating to the Collateral; or

(g) If any suit shall be filed against any Credit Party with respect to which there is a reasonable likelihood that the outcome will be material to the rights of the Secured Party in the Collateral; any material judgment shall be entered against any Credit Party and the same shall not have been discharged or otherwise, within 30 days after entry thereof; any adverse order, ruling or direction is issued with respect to any Credit Party which is material to the rights of the Secured Party in the Collateral; or if any additional federal tax lien is filed against any Credit Party or if any other lien is filed against the Collateral and is not released or removed as a lien, by bonding, payment or otherwise, within the earlier of 30 days after the date of filing thereof or 15 days after any Credit Party receives actual notice thereof; or

(h) The filing by any Credit Party of a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar protection or relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief of debtors ("Bankruptcy Law"); the appointment of any trustee, receiver or liquidator of any Credit Party or of any substantial part of the property of assets of any Credit Party or of the income, rents, issues, profits or revenues thereof or the filing of a petition against any Credit Party seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar protection or relief under any Bankruptcy Law which is not removed, discharged or stayed within thirty (30) days after notice to Debtor; the making by any Credit

Party of any general assignment for the benefit of creditors; the failure of any Credit Party generally to pay its debts as such debts become due or the admission in writing by any Credit Party of its inability to do so; the insolvency of any Credit Party; or the commission by any Credit Party of any other act which would provide grounds for the entry of an order for relief under any Bankruptcy Law; or

(i) If any Credit Party shall default in any payment of principal or of interest on any material Obligation beyond the period of grace (not to exceed 30 days), if any, provided in the instrument or agreement under which such Obligation was created, or shall default in the observance or performance of any other instrument or agreement evidencing, securing or otherwise relating thereto, or any other event shall occur or condition exist, the result of which default or other event or condition is that the holder or holders of such Obligation (or a trustee or agent on behalf of such holder or holders), with the giving of notice if required, causes such Obligation to become due prior to its stated date of maturity and takes action to enforce, attach, foreclose or otherwise accelerate its rights.

(j) If any of the financing statements filed to perfect the security interest created hereby ceases to create a valid, perfected security interest in the Collateral or any such security interest ceases to have priority over all other first priority security interests in and to the Collateral.

(k) If Secured Party, at any time and in good faith, reasonably shall deem itself insecure (and for purposes of this Agreement, Secured Party shall, by way of example, but without limitation, be entitled to deem itself insecure when some event occurs, fails to occur, or is threatened or some objective condition exists or is threatened to exist which materially impairs the prospects that any of the Obligations will be paid when due, which materially impairs the value of the Collateral to Secured Party or which materially impairs the financial condition, results of operations, business, properties or prospects of any Credit Party).

6. Rights and Remedies Upon Default.

Upon the occurrence of any Event of Default, and at any time thereafter:

(a) Secured Party's Remedies. Secured Party may proceed to accelerate and enforce payment of the Obligation hereunder and exercise any and all rights and remedies provided by Article 9 of the Uniform Commercial Code of Georgia and, in addition, those remedies provided by this Agreement. All rights and remedies of Secured Party are cumulative, and none exclusive.

Provided, however, that notwithstanding any provision herein or otherwise to the contrary, Secured Party shall have no obligation to apply or resort first to the Collateral or any portion thereof for satisfaction of any Obligation but upon the occurrence of an Event of Default hereunder Secured Party shall have and retain all remedies allowed by law or equity, and may, in its sole discretion, elect to first bring suit and obtain a judgment against Debtor or any guarantor

of the Note for the purpose of obtaining payment or satisfaction of any Obligations before seeking any other remedy hereunder or otherwise.

(b) Duty of Debtor to Assemble Collateral. Debtor shall, at Secured Party's request, assemble and collect or gather together all of the Collateral and all the documents, instruments and other items as may comprise any of the Collateral and make same available to Secured Party at places which Secured Party may select, whether at Debtor's premises or elsewhere, and will make available to Secured Party all premises and facilities of Debtor for the purpose of Secured Party's taking possession of the Collateral or of removing or putting the Collateral in salable form

Secured Party may (a) use, commercialize or operate the Collateral (or require Debtor to use or operate the Collateral) in a manner and to the extent reasonably deemed appropriate by Secured Party, and remove records respecting the Collateral; (b) conduct any permitted sales of the Collateral on Debtor's premises without charge for such time as Secured Party may see fit; (c) use Debtor's equipment, tools, dies, plant, patents, patents pending, rights, copyrights, intellectual property, labels, names, trade names, trademarks, advertising matter and customer lists in commercializing, producing, advertising for sale or selling any of the Collateral; (d) make any compromise or settlement deemed desirable with respect to the Collateral, or extend the time of payment, arrange for payment in installments or otherwise modify the terms of, or release, any of the Collateral without incurring responsibility to, or affecting any liability of, Debtor.

(c) Disposition of Collateral. In furtherance of Secured Party's rights and remedies hereunder and not in limitation thereof, Secured Party shall have full power and authority to sell, assign, transfer and deliver the whole of the Collateral, or any part thereof, in such order as Secured Party may elect, at public or private sale in accordance with the Uniform Commercial Code, or other applicable law or agreement, at such price or prices, and upon such terms and conditions as Secured Party in its sole discretion may determine, and to apply the proceeds remaining after deducting all costs of sale, in payment or reduction of the Obligation in such order as Secured Party, in its sole discretion, may determine. At any such sale, Secured Party may, if it be the highest bidder, purchase any or all of the Collateral so sold, free from any right of redemption in Debtor, and may apply any unpaid Obligation on account of or in full satisfaction of the purchase price. Secured Party shall also have the right to surrender, redeem or collect any of the Collateral and apply the proceeds thereof to the Obligation in such order as Secured Party, in its sole discretion, may determine.

The net cash proceeds resulting from the collection, liquidation, sale, lease or other disposition of the Collateral shall be applied first, to the expenses (including reasonable attorneys' fees) of retaking, holding, storing, and preparing for sale, selling, collecting, or liquidating the Collateral, and then to the satisfaction of the Obligation, application as to particular items of Obligation or against principal or interest to be in Secured Party's absolute discretion. Secured Party agrees to remit to Debtor any surplus remaining after all Obligation has been paid in full. If any of the Collateral shall require any preparation for sale, or the like, Secured Party shall have the right, but shall not be obligated, to do such preparation for the purpose of putting the same in such salable form as Secured Party shall deem appropriate, but

Secured Party shall have the right to sell or dispose of such Collateral without any such preparation for sale.

(d) Power of Attorney. For the purposes aforesaid, Debtor irrevocably designates and appoints Secured Party, and each officer thereof, its true and lawful attorney-in-fact either in the name of Secured Party or Debtor to ask for, demand, sue for, collect, compromise, compound, receive, receipt for and give acquittances for any and all sums owing or which may become due upon any items of the Collateral and, in connection therewith, to take any and all actions as Secured Party may deem necessary or desirable in order to realize upon the Collateral including, without limitation: (i) power to receive, endorse, assign or deliver in the name of Debtor any checks, drafts, acceptances, notes, money orders or other instruments received in payment of, or on account of, the Collateral, and Debtor hereby waives presentment, demand, protest and notice of demand, protest and non-payment of any instrument so endorsed; (ii) power to sign Debtor's name on any invoice or bill of lading relating to any of the Collateral, assignments, orders to repair, alter or supply goods, if any, necessary to fulfill any purchase orders, any notice of lien, claim of lien or assignment or satisfaction of lien, or on any financing statement or continuation statement under the Uniform Commercial Code; and (iii) power to sign in Debtor's name any documents necessary to transfer title to the Collateral to Secured Party or any third party. All acts of said power of attorney are hereby ratified and approved and Secured Party shall not be liable for any mistake of law or fact made in connection therewith. This power of attorney is coupled with an interest and shall be irrevocable so long as any amounts remain unpaid on any of the Obligations. Secured Party shall not be under any duty to exercise any such authority or power or in any way be responsible for the collection, protection or preservation of any of the Collateral.

(e) Debtor's Remedies. Subject to Paragraph (f), below, Debtor has all rights and remedies provided in Article 9 of the Uniform Commercial Code of Georgia and, in addition, those provided in this Agreement.

(f) Waivers. Debtor hereby irrevocably waives: (i) all rights which Debtor has or may have under and by virtue of Official Code of Georgia Title 44, Chapter 14, and any federal, state, county or municipal statute, regulation, ordinance, constitution, or charter, now or hereafter existing, similar in effect thereto, as determined by Secured Party in its sole discretion, including, without limitation, any right of Debtor to notice and to a judicial hearing prior to seizure by Secured Party of any of the Collateral; and (ii) presentment, demand, protest, and notice of demand, protest and non-payment, with respect to any Collateral. In addition, Debtor waives any right which it has or may have under Official Code of Georgia Title 11, Chapter 9-404(1) or similar statute, rule or ordinance of any other state, country or governmental entity, to have Secured Party file UCC termination statements with respect to the Collateral, or any part thereof, and Debtor further agrees that Secured Party shall not be required to file such UCC termination statements unless and until all Obligations have been repaid and performed in full and Secured Party shall have terminated the Promissory Note, Security Agreement and the other Credit Documents in writing.

(g) Notice by Mail. If a notice or notification of intended disposition of any of the Collateral is required by law, such notice or notification, if mailed, shall be deemed reasonably

and properly given if mailed at least five (5) days before such disposition, by certified mail, return receipt requested, with first class postage prepaid, addressed to Debtor, at Edward Cooley, 73 Ocean Breeze, Hilton Head, S.C. 29928, or at any other address of Debtor appearing on the records of Secured Party.

Notwithstanding any other provision hereof to the contrary, upon the occurrence of any default under the terms hereof, or of any instrument given by Debtor granting security for the faithful performance hereunder, Debtor shall have the right to cure such default within three (3) calendar days from the date of such notice as to any default of a monetary nature, and within ten (10) calendar days from the date of such notice as to any other default, and failing such cure, then and thereupon, Secured Party shall be authorized to exercise any remedy provided for by this Note or otherwise available to Secured Party at law or in equity. Provided, further, if Debtor cures such Event of Default during the permitted cure period then the Obligations of Debtor and duties of Secured Party shall be reinstated as if no Event of Default had occurred and no Notice from Secured Party of Debtor's Event of Default had been forwarded.

7. Debtor's Duty to Pay Deficiency.

Upon any Event of Default, Debtor shall be liable to Secured Party and shall pay to Secured Party on demand any deficiency which may remain after such sale, disposition, collection or liquidation of the Collateral as described in Section 6.

8. Notice. Except as specified in Paragraph 6(g) above, any notice given hereunder must be in writing and delivered either personally or by certified mail, return receipt requested, or by regularly scheduled overnight delivery carrier, delivered to Secured Party at De Ster ACS Americas Corporation, 260 Peachtree St., Suite 2000, Atlanta. GA 30303-1239, with a copy to Edmund J. Novotny, Jr., Esq., Andre & Blaustein, LLP, 127 Peachtree Street, N.W., Suite 700, Atlanta, Georgia 30303, and to Debtor at Edward Cooley, SeaForms, Inc., 73 Ocean Breeze, Hilton Head, S.C. 29928, with copy to Michael W. Mogil, 303 Professional Blvd., Hilton Head Island, S.C. 29928. Any such notice shall be effective upon actual receipt, or if by such mail, the earlier of actual receipt or four (4) days after postmarking by the U.S. Postal Service.

9. Meaning of Terms.

(1) Accounting Terms. All accounting terms not specifically defined shall have the meanings attributed to such terms under generally accepted accounting principles, which shall be consistently applied.

(2) Collateral. All real and personal property now or hereafter assigned by Debtor or any third party to Secured Party as security for the Obligations.

(3) Credit Documents. All documents and instruments now or hereafter evidencing, securing or otherwise relating to the Obligations including, without limitation, the documents and instruments executed concurrently herewith, together with all renewals, modifications, consolidations, replacements and extensions thereof. The Credit Documents

include, without limitation, this Agreement, the Note, the Unconditional Guaranty of Edward Cooley, a letter agreement whereby Edward Cooley is contracting to act as a broker for and on behalf of Secured Party, and a License Agreement whereby Edward Cooley (and/or SeaForms) is licensing certain rights to Secured Party, which are incorporated herein by this reference and into each other Credit Document. Provided, Debtor conclusively acknowledges and agrees that the terms, obligations, covenants and agreements in this Security Agreement and the Credit Documents are each individually and together enforceable and are supported by full, complete, independent and adequate consideration.

(4) Credit Parties. Collectively, Debtor, Guarantors and any third party now or hereafter pledging any of the Collateral as security for the Obligations or guarantying performance under a Guaranty.

(5) Default Condition. The occurrence of any event which, with the passage of time or the giving of notice, or both, would become an Event of Default (as defined in Article III hereof).

(6) Guarantors. Edward Cooley shall deliver his guaranty to Secured Party to secure any and all of the Obligations. As used herein and in the Credit Documents, "Guarantor" is referring individually and collectively, jointly and severally to the herein named parties and additional third parties, if any.

(7) Guaranty. That certain Unconditional Guaranty (the "Guaranty") of even date herewith from the Guarantor to Secured Party, together with any other guaranty issued by any other Guarantor.

(8) Obligations. All Obligation and/or performance now or hereafter owing by Debtor or any third party, whether now existing or hereafter arising, including, but not limited to, Obligation evidenced by the Note, arising under any of the Credit Documents, whether express or implied, direct or indirect, absolute or contingent, due or to become due, or however arising, and whether made by Debtor or on behalf of Debtor by any officer, partner or agent of Debtor, together with all renewals, modifications, consolidations, replacements or extensions thereof.

All other terms used in this Agreement are defined in the Uniform Commercial Code of Georgia and they shall have the same meaning herein as therein defined.

10. Miscellaneous Provisions.

The Debtor and Secured Party agree as follows:

(a) No Discharge. No party to this Agreement shall be discharged by any extension of time, additional advances and notes, renewals and extensions of any note, the taking of further security, releasing security, extinguishment of the security interest as to all or any part of the Collateral, or any other act except a release or discharge of the secured interest upon the full

payment of the obligations secured by this Agreement including charges, expenses, fees, costs and interest.

(b) No Waiver or Estoppel. Any failure by the Secured Party to exercise any right set forth in this Agreement shall not constitute a waiver thereof. Nothing in this Agreement or in the obligations secured by it shall preclude any other remedy by action or otherwise for the enforcement of this Agreement or the payment in full of the obligations secured by it.

(c) Rights of Third Parties. All conditions to the obligations of Secured Party under the Credit Documents are imposed solely and exclusively for the benefit of Secured Party. No other person or entity shall have standing to require satisfaction of such conditions, and no other person or entity shall, under any circumstances, be deemed to be a beneficiary of such conditions, any of which may be freely waived in whole or in part by Secured Party at any time in its sole discretion. Nothing in the Credit Documents or the acts of the parties hereto shall be construed to create an agency, partnership or joint venture between any Credit Party and Secured Party or to make Secured Party liable for debts or claims accruing against any Credit Party.

(d) Waiver. Debtor hereby waives and renounces for itself, its heirs, successors and assigns, all rights to the benefits of any statute of limitations and any moratorium, reinstatement, marshaling, forbearance, valuation, stay, extension, redemption and appraisal now provided or which may hereafter be provided by the Constitution and laws of the United States and of any state thereof, both as to itself and in and to all of its property, real and personal, against the enforcement and collection of any of the Obligations.

(e) Succession. This Agreement shall bind the respective successors and assigns of the Debtor and the Secured Party.

(f) Entire Agreement. The Credit Documents contain the entire agreement and understanding between the parties as to the subject matter of this Agreement.

(g) Incorporation by Reference; Interpretation. All other Credit Documents and other related documents and agreements, including without limitation all covenants, representations, warranties and agreements of Debtor contained therein are incorporated herein by this reference. In the event of any conflict or inconsistency between this Agreement and any other Credit Documents, the terms, conditions, and interpretations under this Agreement shall control.

(h) Severability. Should any court of competent jurisdiction declare any provision or covenant of this Agreement invalid or unenforceable for any reason, the remaining terms and conditions of this Agreement shall remain in full force and effect as if this Agreement had been executed initially without the invalid provision, as each term and condition is based on viable and independent consideration. The duties, obligations, covenants, representations and warranties of Debtor are each joint and several as to Debtor.

(i) Gender. Whenever used herein, the singular shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders.



(j) Headings. The headings in this Agreement are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

(k) Counterparts. This Agreement may be separately executed in any number of counterparts and by separate parties in different counterparts, each of which when so executed shall be deemed to constitute one and the same Agreement.

(l) Governing Law. The rights and duties of the parties under this Agreement shall be governed by the laws of the State of Georgia; provided, choice of laws and conflict of laws statutes, rules, and precedents shall not apply. The parties acknowledge and agree that this Agreement is subject to execution and acceptance by Secured Party at its offices in Atlanta, Georgia.

(m) Survival. All covenants, representations, warranties and agreements of Debtor contained in any of the Credit Documents (including without limitation this Agreement) or made in writing in connection therewith or herewith shall survive the execution and delivery thereof and hereof.

(n) Financing Statements. Upon the request of Secured Party, at any time, and from time to time, Debtor shall, at its sole cost and expense, execute and deliver to Secured Party one or more financing statements and any other papers, documents or instruments (in form and substance satisfactory to Secured Party) reasonably required by Secured Party to evidence, perfect, maintain or enforce its security interest in the Collateral. Debtor hereby authorizes Secured Party to execute and file one or more financing statements, amendments thereto, continuation statements, or other documents under applicable law related to the Collateral without the signature of Debtor.

(o) Miscellaneous. The Credit Documents may not be assigned without the prior written consent of Secured Party. Debtor and its agents shall cooperate with Secured Party and its agents with respect to the performance and undertaking of all matters under the Credit Documents.

If from any circumstance whatsoever, fulfillment of any provision of any Credit Document, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under any Credit Document that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity.

All consents and approvals required or permitted by any party under the Credit Documents shall be in writing and none of the Credit Documents may be changed, waived, discharged, modified or terminated orally but only by an instrument in writing signed by the party against whom enforcement is sought.

Time is of the essence of the Credit Documents.

Whenever any payment, notice or performance under the Credit Documents is due on a Saturday, Sunday or public holiday under the laws of the State of Georgia (any other day being a "business day"), such payment, notice or performance may be made on the next succeeding business day and such extension of time shall be included in the computation of interest on the Obligations.


IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first set forth above.

DEBTOR:

ATTEST:


SeaForms Inc.

\_\_\_\_\_  
Secretary

By:   
Edward Cooley  
Authorized Officer

{Corporate Seal}

AS TO DEBTOR, SWORN TO  
AND SUBSCRIBED BEFORE ME  
this 12<sup>th</sup> day of May, 2000.

  
Notary Public 7/27/2001

[NOTARY SEAL]

DEBTOR:

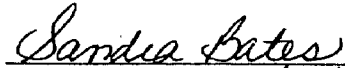
WITNESS:

Edward Cooley

By: 

Edward Cooley

AS TO DEBTOR, SWORN TO  
AND SUBSCRIBED BEFORE ME  
this 12<sup>th</sup> day of May, 2000.



Notary Public 7/27/2001

[NOTARY SEAL]

SECURED PARTY:

ATTEST:

DeSter ACS Americas Corporation

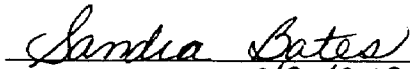
By: 

Authorized Officer

Secretary

{Corporate Seal}

AS TO SECURED PARTY, SWORN TO  
AND SUBSCRIBED BEFORE ME  
this 12<sup>th</sup> day of May, 2000.



Notary Public 7/27/2001

[NOTARY SEAL]

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EXHIBIT A

SEAFORMS INC.

EDWARD COOLEY

Molds and Tools

1. 6 up tool for Crabs with associated Trim Tools included
2. 6 up tool for Clams with associated Trim Tools included
3. 6 up tool for Oysters with associated Trim Tools included
4. 2 rows (14 cavities) Snow Crab
5. 2 rows (14 cavities) Quahog
6. 2 rows (14 cavities) Scallops
7. 2 rows (14 cavities) Lobster Tail

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EXHIBIT B  
SEAFORMS INC.  
EDWARD COOLEY  
"Seafood Serving Dishes"

Patents

Title	Number	Date	Inventor
Clam-like Seafood Serving Dish	D389,376	January 20, 1998	Edward Cooley
Oyster-like Seafood Serving Dish	D389,701	January 27, 1998	Edward Cooley
Crab-like Seafood Serving Dish	D384,248	September 30, 1997	Edward Cooley
Scallop-like Seafood Serving Dish	Pending #29/051-588	_____	Edward Cooley

Patent Applications Pending and/or Being Drafted

Lobster-like Seafood Serving Dish  
Fish-like Seafood Serving Dish  
Snow-like Seafood Serving Dish  
Quahog-like Seafood Serving Dish  
Double-sided Crab Seafood Serving Dish

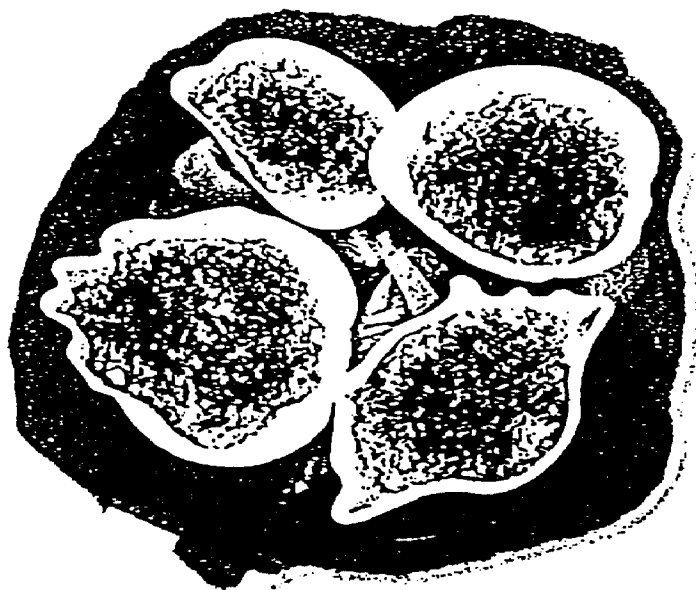
Other

Those seafood serving dishes as described, marketed and/or sold pursuant to that certain SeaForms' brochure, order forms and price list (consisting of six (6) pages) and that certain hinged crab shell (c-pet crab shell) being developed as shown in those illustrations and pictures, a copy of which are attached hereto and incorporated herein.

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# SEAFORMS

New Form of Shellfish FDA  
Approved CPET Resin Shells  
Bake • Microwave • Fry • Freeze



- Clean & Odorless • Dishwasher Safe
- Uniform Size • Dependable • Reusable
- 75% Lighter than Traditional Shells

**1-800-51-SHELLS**

PATENT

REEL: 010841 FRAME: 0242

# There is A Difference!

## SEALFORMS SHELLS

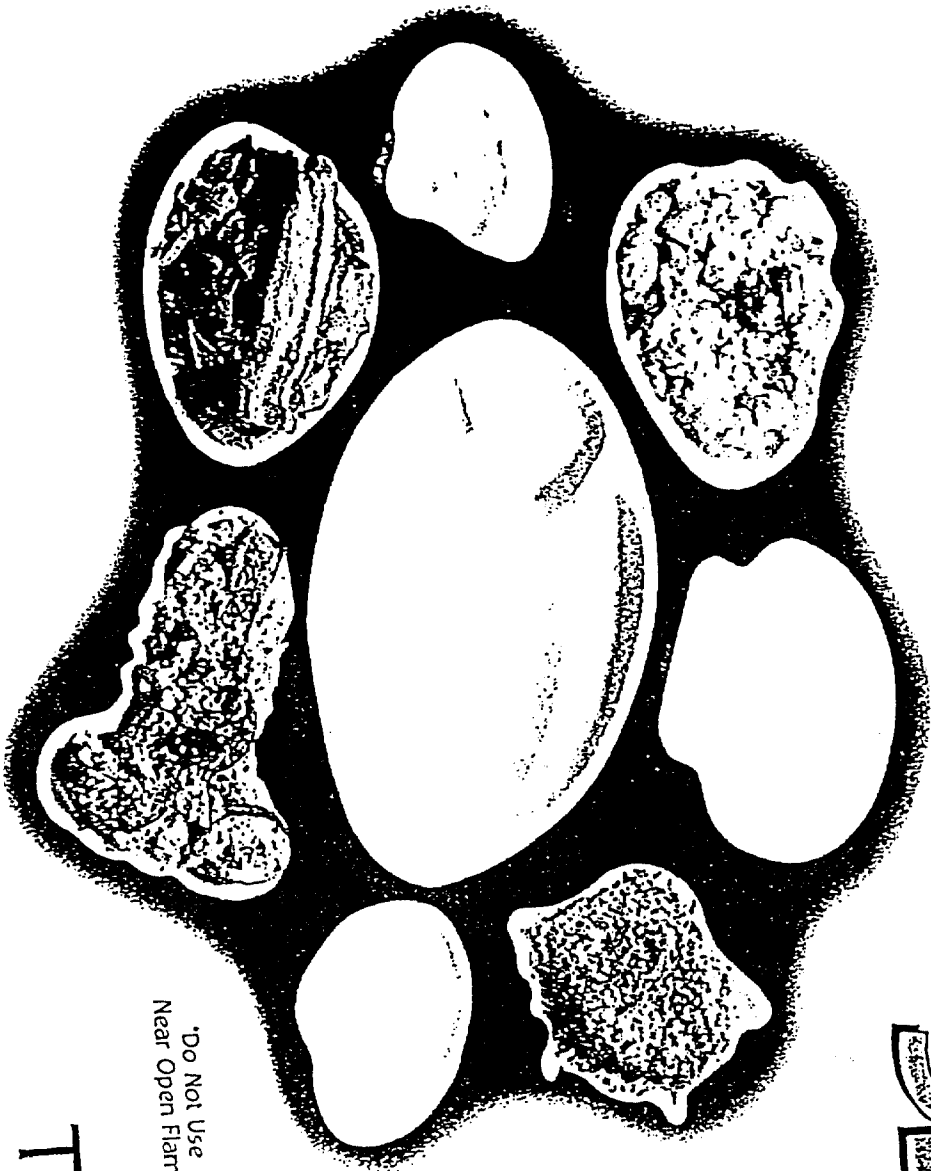
- Clean And Sanitary
- Will Not Crack, Break Or Chip
- Reusable And Recyclable
- Microwave And Oven Proof
- Dishwasher Safe

### NATURE'S SHELLS

- Hard To Get Really Clean
- Break and Chip Easily
- Inconsistent Size and Shape
- Oven Use Only
- Ends Up In Land Fills

\*Do Not Use  
Near Open Flame

## THE CHOICE IS YOURS...



## SEALFORMS INC.

..The Shape Of Shells To Come"

For more information and a sample kit call:

# 1-800-51-SHELLS

P.O. Box 23344 • Hilton Head Island, SC 29925

PATENT

REEL: 010841 FRAME: 0243

With over 20 years experience, we know what the Seafood Industry needs. From national chains, to hotels, and...  
can supply you with the quality products you require, at a very competitive price. Let us show you how Seaforms can provide you  
with the selection, service and value that you demand. Our products are rigorously inspected to make sure they stand up your  
tough standard of quality.

## OUR CUSTOMERS AND DISTRIBUTORS SPEAK OUT

"We have been really surprised by the great response we get from our customers. They all love to eat

L'Escargot our recipes in Seaforms shells because they are a lot cleaner."

Chef Maurice of, Bogota,  
Colombia, South America

"We stuff about 1000 shells per day, and since we have been using Seaforms shells, our work has been  
so much easier, faster, and dependable."

Patty C. Bluffton, SC

We used to do a ten-step process to the nature's shells before we could fill it with stuffing. Now we can  
just take it out of the box and stuff it. Seaforms shells have been a great savings in time and money."

Carolina Clams, Hilton Head Is., SC

### Attention Seafood Department

Earn top profits in this 80 Billion-Dollar Industry....by serving with style.

We carry single or multi-level display racks, plastic strips and others with full color headers that can be placed on the  
counter or floor, and are traffic stoppers! Your customers will definitely stop, look, and buy our products. We offer you  
one of the highest profit retail sales in the industry. Our shells come packed in bulk, or individually sealed in heavy duty  
plastic bags with delicious recipes for retail sales. Our products are 100% guaranteed.

Call for more information on how you can become a part of this exciting business in the Seafood Industry.

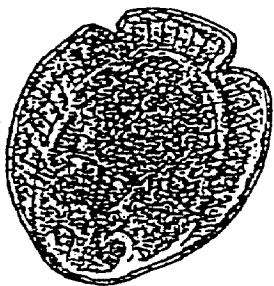
# 1-800-51-SHELLS

55 Triangle Square Hilton Head Island, SC 29928 (803) 689-9077 Fax: (803) 6893076

# SEAFORMS

INC.

"THE SHAPE OF SHELLS TO COME"





SEAFORMS, INC.  
PRICE LIST  
( BULK )

CODE	PRODUCT	# OF SHELLS	UNIT COST
LB-BK	LOBSTER SHELL	1 to 25,000	
LB-BK	LOBSTER SHELL	25,001 to 50,000	
LB-BK	LOBSTER SHELL	50,001 to 100,00	
SC-BK	SCALLOP SHELL	1 to 25,000	
SC-BK	SCALLOP SHELL	25,001 to 50,000	
SC-BK	SCALLOP SHELL	50,001 to 100,00	
CR-BK	CRAB SHELL	1 to 25,000	
CR-BK	CRAB SHELL	25,001 to 50,000	
CR-BK	CRAB SHELL	50,001 to 100,00	
CL-BK	CLAM SHELL	1 to 25,000	
CL-BK	CLAM SHELL	25,001 to 50,000	
CL-BK	CLAM SHELL	50,001 to 100,000	
SN-C-BK	SNOW CRAB	1 to 25,000	
SN-C-BK	SNOW CRAB	25,001 to 50,000	
SN-C-BK	SNOW CRAB	50,001 to 100,000	
OY-BK	OYSTER SHELL	1 to 25,000	
OY-BK	OYSTER SHELL	25,001 to 50,000	
OY-BK	OYSTER SHELL	50,001 to 100,000	
FP-BK	FISH PLATE	1 to 25,000	
FP-BK	FISH PLATE	25,001 to 50,000	
FP-BK	FISH PLATE	50,001 to 100,00	
QU-BK	QUAHOG SHELL	1 to 25,000	
QU-BK	QUAHOG SHELL	25,001 to 50,000	
QU-BK	QUAHOG SHELL	50,001 to 100,000	

\* CASE COUNT -- LOBSTER--900, SCALLOP--600, CRAB--600, CLAM--1,800

\* SNOW CRAB--700, OYSTER--2,000, QUAHOG--1,500, FISH PLATE--800

\* PRICES DO NOT INCLUDE SHIPPING AND HANDLING.

\* SHIPMENT WILL BE DELIVERED U.P.S.-- C.O.D.

\* MINIMUM ORDER ONE CASE

1

**SEAFORMS, INC.**  
**BULK AND WHOLESALE**  
**ORDER FORM**

CODE	PRODUCT	TYPE OF PACKAGE	QUANTITY	UNIT COST	TOTAL

SUBTOTAL: \_\_\_\_\_

SHIPPING: \_\_\_\_\_

TOTAL DUE: \_\_\_\_\_

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Federal ID# \_\_\_\_\_ Resale Certificate# \_\_\_\_\_

Ship to: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Tel: (    ) \_\_\_\_\_

**SEAFORMS, INC.**  
**INDIVIDUAL SHELLS PACKED IN BAGS**  
**PRICE LIST**

CODE	PRODUCT	SHELL PER BAG	UNIT COST	100 UNIT CASE COST
LB-IB	LOBSTER	3		
SC-IB	SCALLOP	3		
CR-IB	CRAB	3		
QU-IB	QUAHOG	3		
CL-IB	CLAM	6		
OY-IB	OYSTER	6		

TERMS: COD      MINIMUM ORDER 1 CASE  
FREIGHT NOT INCLUDED  
CASE PACK : 100 UNIT    CASE WEIGHT APPROX. 9LB  
DIMENSIONS: 16 3/4 - 11-13/16-8

DISPLAY RACK PRICE LIST		
CODE	PRODUCT	PRICE
P-STRIP	PLASTIC DISPLAY STRIP	
2-LEVEL	DISPLAY RACK	
F- FLOOR RACK	FLOOR RACK	

**SEAFORMS, INC.**  
**PO BOX 23344**  
**HILTON HEAD, SC 29925**  
**843-689-9077 FAX 803-689-3076**

BULK ACCOUNT PRODUCT ORDER FORM

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Resale Cert. # \_\_\_\_\_

Ship to: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Tel: (\_\_\_\_) \_\_\_\_\_

CODE	PRODUCT	TYPE OF PACKAGE	Quantity	Unit Cost	Whol Price	Total
SC50KP	Scallop Shell	50,000 per pallet size		\$		
CR50KP	Crab Shell	50,000 per pallet size				
CL50KP	Clam Shell	50,000 per pallet size				
OY50KP	Oyster Shell	50,000 per pallet size				
SC500K	Scallop Shell	500,000				
CR500K	Crab Shell	500,000				
CL500K	Clam Shell	500,000				
OY500K	Oyster Shell	500,000				
SC1M	Scallop Shell	5,000,000				
CR1M	Crab Shell	5,000,000				
CL1M	Clam Shell	5,000,000				
OY1M	Oyster Shell	5,000,000				

Orders over 20,000,000 shells will be quoted on a case by case basis

Subtotal: \_\_\_\_\_

Shipping &amp; Handling: Please call for shipping charges

TOTAL: \_\_\_\_\_

