



03-19-2001

Commerce
Office



101640660

3-13-01

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
2/15/01

Name (line 1) CATLOADER LLC

Name (line 2)

Second Party

Name (line 1)

Execution Date
Month Day Year

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached

Name (line 1) MOBIL OIL CORPORATION

Name (line 2)

Address (line 1) 1545 Route 22 East

Address (line 2) Clinton Township

Address (line 3) Annandale New Jersey 08801-3059
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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

FOR OFFICE USE ONLY

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

PATENT
REEL: 11575 FRAME: 0551

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.

#

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)

<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" value="5,389,236"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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 <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <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:
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.

Joseph V. Colaianni

Name of Person Signing

Signature

Date

5/12/01

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated February 15, 2001, is entered into by and between MOBIL OIL CORPORATION, a New York corporation with offices located at _____ ("**Secured Party**" or "**Mobil**") and CATLOADER LLC, a New Jersey limited liability company having its principal place of business at _____ ("**Grantor**" or "**Catloader**") (the "**Security Agreement**").

WITNESSETH:

WHEREAS, Intercat, Inc. ("**Intercat**") is a debtor in a Chapter 11 case pending in the United States Bankruptcy Court for the Southern District of Georgia (case no. 99-42796-LWD) (the "**Chapter 11 Case**");

WHEREAS, Intercat and Mobil are parties to that certain license agreement, dated July 1, 1987, pursuant to which Mobil granted Intercat certain rights to manufacture and sell products that contain the compound ZSM-5 and Intercat agreed to pay royalties to Mobil on certain sales of certain products (the "**Original ZSM-5 Agreement**");

WHEREAS, Intercat and Mobil are parties to that certain Amendment to License Agreement, made effective as of July 1, 2000 (the "**Amendment**");

WHEREAS, Intercat and Mobil are parties to that certain Settlement Agreement, made and entered into February 15, 2001 (the "**Settlement Agreement**");

WHEREAS, the Settlement Agreement and the Amendment are subject to approval of the United States Bankruptcy Court for the Southern District of Georgia (the "**Court**");

WHEREAS, upon the occurrence of the Settlement Date and entry of a Final Order of the Court approving the assumption of the Original ZSM-5 Agreement, as amended by the Amendment, the ZSM-5 Agreement shall be deemed assumed (the Original ZSM-5 Agreement as amended by the Amendment, the "**ZSM-5 Agreement**");

WHEREAS, Grantor executed a guaranty, dated February 15, 2001, in favor of Secured Party guaranteeing Intercat's payment obligations to Mobil under Section 3. C. of the Settlement Agreement ("**Intercat's Payment Obligations**") to the extent of \$1,000,000.00 (the "**Guaranty**").

WHEREAS, execution of this Security Agreement is required under the Settlement Agreement;

NOW, THEREFORE, in consideration of the premises and agreements herein and in order to induce Secured Party to enter into the Settlement Agreement and the Amendment, Grantor and Secured Party hereby agree as follows:

1. Definitions. All terms used in this Security Agreement which are defined in the Settlement Agreement, but not otherwise defined herein, shall have the same meaning herein as set forth in the Settlement Agreement.

2. Grant of Security Interest. As security for the prompt, full and timely payment of all obligations of Grantor to Secured Party under the Guaranty, however evidenced, whether now existing or hereafter arising, together with all reasonable costs and reasonable attorneys' fees incurred by the Secured Party to obtain, preserve or perfect the Security Interest granted hereby (collectively, the "Obligations"), Grantor hereby grants to Secured Party a continuing security interest (the "Security Interest") in all of Grantor's rights, title and interests in and to US Patent # 5,389,236 (the "Collateral").

3. Transfers of Collateral. Grantor's rights in the Collateral shall not be sold, assigned or otherwise transferred by Grantor except to Intercat pursuant to any Court order entered in Adversary Proceeding No. 00-04174A-LWD in the Chapter 11 Case (the "Adversary Proceeding") or become subject to any other security interest prior to the date that an order approving the Settlement Agreement becomes a Final Order (as defined in the Settlement Agreement) and for thirty (30) days thereafter.

4. Further Assurances. Grantor shall, at any time and from time to time, promptly execute any written instruments or documents and perform all lawful acts which Secured Party reasonably deems necessary to perfect and protect the Security Interest or otherwise to carry out the provisions of this Security Agreement, including, without limitation, the execution of Uniform Commercial Code financing, continuation, amendment and termination statements and similar instruments.

5. Representations and Warranties. Grantor represents and warrants to Secured Party that:
- a. no effective financing statement or other document similar in effect covering the Collateral is on file in any recording office, except such as may have been filed in favor of Secured Party relating to this Security Agreement;
 - b. Catloader presently holds the same ownership rights in the Collateral Catloader possessed at the time such rights were received by Catloader in June 1999;
 - c. Catloader's entitlement to ownership rights in the Collateral has been challenged in the Adversary Proceeding;
 - d. There are no liens or encumbrances on Catloader's interest in the Collateral, subject to the challenge to Catloader's entitlement to ownership rights in the Collateral set forth in the complaint in the Adversary Proceeding;
 - e. Grantor is validly existing and in good standing under the laws of New Jersey; and

f. this Security Agreement has been properly authorized and executed by Grantor and is the legal, valid and binding obligation of the Grantor, enforceable in accordance with its respective terms.

6. Additional Covenants Concerning Collateral. Subject to Section 14 of this Security Agreement, Grantor covenants that from and after the date of this Security Agreement, and until the Obligations are paid in full, it shall (i) place notations upon Grantor's books of account and any financial statement prepared by Grantor or other document or instrument as reasonably requested by Secured Party to disclose Secured Party's security interest in the Collateral; (ii) defend, at its own cost and expense, the Collateral and the Security Interest against claims and demands of any and all parties; and (iii) perform all other steps reasonably requested by Secured Party to create and maintain in Secured Party's favor a valid perfected first priority security interest in all Collateral.

7. Events of Default. The occurrence of any of the following shall constitute an event of default under this Security Agreement (each an "Event of Default"):

- a. Grantor's failure to pay any Obligations to Secured Party when due;
- b. An Event of Default under the Guaranty or this Security Agreement;
- c. any representation or warranty given by Grantor in the Guaranty or this Security Agreement shall be false or misleading in any material respect when given;
- d. Grantor's failure to comply with any of the terms or conditions of the Guaranty or this Security Agreement;
- e. Grantor: (i) admits in writing its inability to pay its debts generally as they become due; (ii) files a petition in bankruptcy or a petition to take advantage of any insolvency act; (iii) makes an assignment for the benefit of its creditors; (iv) commences a proceeding for the appointment of a receiver, trustee, liquidator or conservator of itself or any substantial part of its property; (v) files a petition or answer seeking reorganization or arrangement of similar relief under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state; (vi) is adjudged bankrupt; (vii) has entered against it a court order, judgment or decree appointing a receiver, trustee, liquidator or conservator of Grantor or any substantial part of Grantor's assets; (viii) has a proceeding under the federal bankruptcy laws or any state insolvency law commenced against it; or (ix) commences dissolution proceedings; or
- f. Grantor sells or transfers its business, in whole or in part.

8. Secured Party's Rights Upon an Event of Default. Upon an Event of Default, in addition to all other rights granted to Secured Party under the Guaranty and applicable law, Secured Party may exercise in respect of the Collateral all of the rights and remedies of a secured party on default under the New York Uniform Commercial Code (whether or not the Code applies to the affected Collateral), provided that Secured Party shall give Grantor at least thirty (30) days prior notice of any proposed disposition of the Collateral.

9. Notices. All notices, demands or other communications to be given or delivered under or by reason of the provisions of this Security Agreement, or any of the agreements referred to herein, shall be in writing and shall be deemed to have been received by the intended recipient when delivered personally to the recipient, one (1) business day after being sent to the recipient by reputable overnight courier service, or five (5) business days after being mailed to the recipient by certified or registered mail, return receipt requested, and postage prepaid. Such notices, demands and other communications shall be sent to each Party at the address below:

If to Catloader:

P.O. Box 141
Sea Girt, New Jersey 08750

Copy to:

Michael S. Meisel, Esq.
Cole, Schotz, Meisel, Forman & Leonard, P.A.
25 Main Street
Court Plaza North
P.O. Box 800
Hackensack, New Jersey 07602-0800
phone no. (201) 489-3000
fax no. (201) 489-1536

If to Mobil:

Exxon Mobil Corporation
3225 Gallows Road
Fairfax, Va. 22037-0001
Att: John R. Green
phone no. 703-846-2727
fax no. 703-846-2725

Exxon Mobil Corporation
1545 Route 22 East - Clinton Township
Annandale, NJ 08801-3059
Att: Patrick J. Conlon
phone no. 908-730-3639
fax no. 908-730-3623

Copy to:

Patton Boggs LLP
2550 M Street, N.W.
Washington, D.C. 20037-1350
Att: Charles E. Talisman, Esq.
phone no. 202-457-6438

The Parties may give any notice, request, demand, claim or other communication hereunder using any other means (including messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly received unless and until it actually is received by the entity for whom it is intended. The Parties may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

10. Assignment. This Security Agreement shall be binding upon and inure to the benefit of Secured Party and Grantor and their respective successors, heirs and permitted assigns. Grantor may not assign either this Security Agreement or any of its rights, interests, or obligations under this Security Agreement without the prior written approval of Secured Party. Secured Party may assign this Security Agreement without the consent of Grantor.

11. Miscellaneous.

a. If Grantor fails to perform any of its obligations contained in this Security Agreement, Secured Party may itself perform, or cause performance of, such obligations, and the reasonable costs and expenses of Secured Party incurred in connection therewith shall be payable by Grantor and shall be fully secured by the Security Interest.

b. The powers conferred upon Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall have no duty to Grantor with respect to the Collateral other than the duty to use reasonable care in the safe custody of any of the Collateral in its possession. Without limiting the generality of the foregoing, Secured Party, although it may do so at its option, shall be under no obligation to Grantor or any other party to take any steps necessary or desirable to preserve rights in the Collateral against other parties or any other rights pertaining to the Collateral, including, without limitation, the performance of Grantor's obligations under any agreement.

c. Anything herein to the contrary notwithstanding, (i) Grantor shall remain liable under any contracts and agreements relating to the Collateral, to the extent set forth therein, to perform all of its obligations thereunder to the same extent as if this Security Agreement had not been executed; and (ii) the exercise by Secured Party of any of its rights hereunder shall not release Grantor from any of its obligations under the contracts and agreements relating to the Collateral.

d. Secured Party and Grantor have participated jointly in the negotiation of this Security Agreement. In the event an ambiguity or question of intent or interpretation arises, this Security Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any of the parties by virtue of the authorship of any of the provisions of this Security Agreement.

e. No amendment of this Security Agreement or any provision of this Security Agreement shall be valid unless the same shall be in writing and signed by Secured Party and

Grantor. No waiver by Grantor or Secured Party will be effective unless it is in writing and then only to the extent specifically stated. No waiver by Secured Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. Secured Party's rights and remedies under this Security Agreement shall be cumulative. No failure on the part of Secured Party to exercise, no delay by Secured Party in exercising, and no course of dealing with respect to, any right, remedy or option under this Security Agreement, shall operate as a waiver thereof; nor shall any single or partial exercise by Secured Party of any right, remedy or option under this Security Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy or option.

f. Any term or provision of this Security Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Security Agreement or affecting the validity or enforceability of any of the terms or provisions of this Security Agreement in any other jurisdiction. The section and other headings contained in this Security Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Security Agreement.

g. This Security Agreement has been entered into in the State of New York. This Security Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed in accordance with such laws. Each of the parties hereto expressly submits and consents to the exclusive jurisdiction of the Supreme Court of the State of New York in the County of New York, with respect to any controversy arising out of or relating to this Security Agreement or any amendment or supplement thereto or to any transactions in connection therewith. The parties hereto consent to in personam jurisdiction in such court for all such matters and waive any venue objections with respect thereto. Each of the parties hereto hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered mail, return receipt requested, or overnight mail service, to the other party at the address first appearing above.

12. Limitation on Liability. Notwithstanding anything contained in this Security Agreement to the contrary, the liability of Grantor under the Guaranty and this Security Agreement is limited to an aggregate of \$1,000,000.00.

13. Condition Precedent. Notwithstanding anything contained in this Security Agreement to the contrary, this Security Agreement shall become effective and enforceable only in the event that an order approving the Settlement Agreement becomes a Final Order (as defined in the Settlement Agreement). Notwithstanding anything in this Security Agreement to the contrary, in the event a Final Order (as defined in the Settlement Agreement) approving the Settlement Agreement is not entered, this Security Agreement shall be of no force and effect and shall be deemed void and Mobil shall have no rights hereunder.

14. Termination of Security Agreement. In the event that this Security Agreement becomes effective and enforceable, then, notwithstanding anything in this Security Agreement to the contrary, this Security Agreement shall remain in effect until all of InterCat's Payment Obligations have been paid to Mobil; **provided, however**, that this Security Agreement shall immediately terminate and be of no further force and effect and Grantor shall have no obligations under this Security Agreement in the event that (i) Catloader transfers its ownership rights in the Collateral to InterCat pursuant to any Court order entered in the Adversary Proceeding or pursuant to a voluntary transfer without consideration; or (ii) the Chapter 11 Case is converted to a Chapter 7 case or all or substantially all of the business assets of InterCat are sold or otherwise liquidated by the Trustee in the Chapter 11 Case or the Chapter 11 Case terminates other than through confirmation of a plan of reorganization in the Chapter 11 Case which provides for the continuation of InterCat's present management in control of InterCat's business. Upon termination of this Security Agreement in accordance with the foregoing, Mobil shall take all actions necessary to release and terminate the Security Interest granted herein including, without limitation, executing and delivering to Catloader a UCC - 3 termination statement and any other documents necessary to effectuate such release and termination.

DATE: February 15, 2001

MOBIL OIL CORPORATION, Secured Party

BY: _____
Its: _____

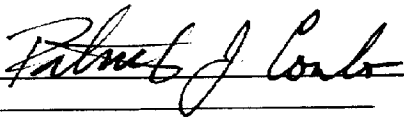
CATLOADER, LLC

BY: *Diane Lippert*
Its: Member

14. Termination of Security Agreement. In the event that this Security Agreement becomes effective and enforceable, then, notwithstanding anything in this Security Agreement to the contrary, this Security Agreement shall remain in effect until all of InterCat's Payment Obligations have been paid to Mobil; **provided, however**, that this Security Agreement shall immediately terminate and be of no further force and effect and Grantor shall have no obligations under this Security Agreement in the event that (i) Catloader transfers its ownership rights in the Collateral to InterCat pursuant to any Court order entered in the Adversary Proceeding or pursuant to a voluntary transfer without consideration; or (ii) the Chapter 11 Case is converted to a Chapter 7 case or all or substantially all of the business assets of InterCat are sold or otherwise liquidated by the Trustee in the Chapter 11 Case or the Chapter 11 Case terminates other than through confirmation of a plan of reorganization in the Chapter 11 Case which provides for the continuation of InterCat's present management in control of InterCat's business. Upon termination of this Security Agreement in accordance with the foregoing, Mobil shall take all actions necessary to release and terminate the Security Interest granted herein including, without limitation, executing and delivering to Catloader a UCC - 3 termination statement and any other documents necessary to effectuate such release and termination.

DATE: February 15, 2001

MOBIL OIL CORPORATION, Secured Party

BY: 
Its: _____

CATLOADER, LLC

BY: _____
Its: Member

-7-

365939 v.9 [7%cz09!.WPD]