

03-29-2002

Form PTO-1595
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

102037308

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **3-25-02**
 Bromitron Corporation
 7081 Grand Hational Drive, Suite 112
 Orlando, Florida 32819
 (successor in interest to: Ad rem
 Manufacturing, Inc. of Orlando, FL)
 Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: January 22, 1999

2. Name and address of receiving party(ies)

Name: Albemarle Corporation

Internal Address: _____

Street Address: 330 South Fourth Street

City: Richmond State: VA Zip: 23219

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s) USPN 5,254,226

USPN RE 36,402

PCT WO 9322477

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: George P. Manson, Jr., Esq.
VP, General Counsel & Secy.

Internal Address: _____

Street Address: Albemarle Corporation

330 South Fourth Street

City: Richmond State: VA Zip: 23219

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

01-2510

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Scott A. Chambers

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and documents: 11

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Documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 012707 FRAME: 0729

EXHIBIT C

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of the 22nd day of JANUARY, 1999 between BROMITRON CORPORATION, a Florida corporation having its principal place of business at 7081 Grand National Drive, Suite 112, Orlando, Florida 32819, (the "Pledgor"), and ALBEMARLE CORPORATION, having an office at 330 South Fourth Street, Richmond, Virginia 23219, (the "Secured Party").

WHEREAS, pursuant to that certain Secured Convertible Bridge Loan Agreement, made as of the date first above written, to which both Pledgor and Secured Party are parties, (the "Loan Agreement"), the Secured Party is willing to make certain advances of money (evidenced by the Secured Convertible Promissory Note of Pledgor dated as of the date first above written, (the "Note")) and extend certain financial accommodations to Pledgor in the amounts and manner set forth in the Loan Agreement but only upon the condition, among others, that Pledgor agrees to enter into this Agreement granting a security interest to the Secured Party to secure the obligations of Pledgor under both the Note and the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations to the Secured Party under the Loan Agreement and the Note, Pledgor hereby represents, warrants, covenants and agrees as follows:

STATEMENT OF AGREEMENT

ARTICLE I - DEFINITIONS

1. Unless otherwise defined herein, all terms shall have the same meaning as set forth in the Loan Agreement.



JANUARY 5 1999

- 1.1 "Agreement" means this Security Agreement, as amended, supplemented or modified from time to time.
- 1.2 "Collateral" means all rights and interest of the Pledgor in the Patent Rights and all patent rights arising therefrom as described in Article 2.
- 1.3 "Event of Default" means an Event of Default under Section 10.1 of the Loan Agreement.
- 1.4 "Obligations" means the obligations of the Pledgor pursuant to the Loan Agreement and the Note.
- 1.5 "Security Interest" means the continuing general lien on, and security interest in, and the grant, bargain, sale, transfer, and pledge of, the Collateral in favor of and to the Secured Party as security for the payment of the Obligations.
- 1.6 "Patent Rights" means the patent(s) and patent application(s) listed in Schedule A.

ARTICLE II - GRANT

2. To secure its Obligations under the Loan Agreement, the Note, and all other indebtednesses, liabilities and obligations of Pledgor to Secured Party, whether now existing or hereinafter incurred, and whether created under, arising out of or in connection with the Loan Agreement, the Note, this Agreement or otherwise, Pledgor does hereby mortgage and pledge to Secured Party, and grant to Secured Party a Security Interest in, all of Pledgor's right, title and interest in, to and under the Collateral hereto, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto

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throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Collateral").

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3. The Pledgor represents and warrants to the Secured Party as follows:
- 3.1 Rights in Ownership of Collateral. Except for the Security Interest and any lien created by the Secured Party, the Pledgor owns and possesses all rights, title and interest in the Collateral.
- 3.2 First Lien on Collateral. Except for any lien created by the Secured Party, (i) the Security Interest constitutes and creates a valid and continuing first priority lien on the Collateral in favor of the Secured Party, prior to all other liens and enforceable as such as against any Person in any jurisdiction where any of the Collateral is or may hereafter be located and as against any purchaser of property and any present or future creditor obtaining a lien on such property, and (ii) as of the date hereof, or as soon as reasonably practicable thereafter, all action necessary or desirable in the opinion of the Secured Party to perfect the Security Interest in each item of the Collateral will be duly taken by the Pledgor.
- 3.3 Financing Statements. As of the date the Loan Agreement is executed by the Secured Party, no lien, financing statement or other document evidencing a Security Interest covering the Collateral is on file in any governmental office anywhere in the world.

Two handwritten signatures in black ink, one appearing to be 'Patent' and the other 'Reel'.

ARTICLE IV - COVENANTS

- 4.1 Ownership of Collateral. The Pledgor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to either the Pledgor or to the Secured Party.
- 4.2 Sale of Collateral. The Pledgor will not, without the prior written consent of the Secured Party, sell, transfer, by license agreement or by other means, assign, encumber, or otherwise dispose of or hypothecate the Collateral or any portion thereof, unless the prior written consent of the Secured Party is obtained.
- 4.3 Information and Inspection. The Pledgor shall furnish to the Secured Party such information concerning the Collateral as the Secured Party may from time to time reasonably request, and will allow the Secured Party to inspect and copy all records reasonably required by the Secured Party.
- 4.4 Additional Documents. Upon the request of the Secured party, and at the expense of the Secured Party, the Pledgor will promptly execute and deliver any and all such further instruments and documents and will take such further action as may be deemed necessary or desirable in the reasonable judgment of the Secured party to obtain, maintain and perfect the Security Interest.
- 4.5 Notice of Changes. The Pledgor will notify the Secured Party of any change in the Pledgor's mailing address or place of business.
- 4.6 Event of Default. If an Event of Default shall occur and be continuing, the Secured Party shall have the right to demand that the Pledgor cease using any of the Collateral, and, in such case, the Pledgor shall promptly after such request is made, cease using such Collateral. Additionally, if an Event of Default has



occurred and is continuing, Pledgor shall, upon request, assign all of its rights, title and interest in and to the Collateral to the Secured Party and shall thereafter promptly execute all documents proffered by the Secured Party which evidence such assignment and are necessary or desirable to perfect the rights of the Secured party in and to the Collateral. After an Event of Default has occurred and is continuing, the Secured Party shall have the right to take any of the following actions and Pledgor shall render to the Secured party all requested assistance in carrying out such actions:

- (i) take any action the Pledgor is required to take or any other necessary or desirable action to obtain, preserve, and enforce this Agreement, and to maintain and preserve the Collateral;
- (ii) require the Pledgor to give possession of all books, records and other documents (including documents in computer-reading form) embodying, describing or otherwise relating to any of the Collateral covered by this Agreement to the Secured Party; and
- (iii) require the Pledgor to enforce or join in the enforcement of, for the benefit of the Secured Party, any of the rights or obligations contained in any agreement between the Pledgor relating to the Collateral including joining in and fully cooperating in any legal action to enforce any of the Patent Rights contained in the Collateral against an infringer.

ARTICLE V - GENERAL

5.1 Assignment of the Obligations by the Secured Party. The Secured Party may assign or transfer to any third party any or all of the rights of the Secured Party in the Collateral. The Secured Party shall give written notice to the Pledgor of any such



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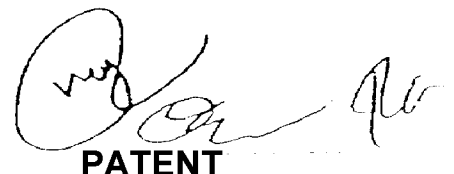
assignment or transfer. Such transferee shall be vested with all the powers and rights of the Secured Party hereunder with respect to such Collateral, but the Secured Party shall retain all rights and powers hereby given with respect to any of the Collateral not so assigned or transferred.

- 5.2 Waiver. No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between the Pledgor and the Secured Party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 5.3 Parties Bound. The rights of the Secured Party hereunder shall inure to the benefit of its permitted successors and assigns.
- 5.4 Notice. Section 11.2 of the Loan Agreement shall govern the giving of all notices in connection with this Agreement. Notice mailed in accordance with the terms thereof shall be deemed commercially reasonable and fair.
- 5.5 Financing Statements. The Secured Party is authorized on behalf of the Pledgor, as the Pledgor's agent and attorney in fact for such purpose to complete, sign and file with the appropriate governmental office in any country all documents required to perfect the Security Interest of the Secured Party in any country and/or any assignment of the Collateral.
- 5.6 APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS RULES THEREOF.

Handwritten signature and initials in black ink, located at the bottom right of the page.

5.7 Reformation and Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws in effect during the term hereof, (i) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and (ii) the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

5.8 Usury Savings Clause. Interest on the indebtedness secured by this Agreement is expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of the indebtedness secured by this Agreement or otherwise, shall the interest contracted for, charged or received by the Secured Party exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provisions of this Agreement, the Loan Agreement, or the Note, or any other document evidencing, securing, guaranteeing or otherwise pertaining to the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Secured Party shall ever receive anything of value as interest or deemed interest by applicable law under this Agreement, the Loan Agreement, or the Note, or any other document evidencing, securing, guaranteeing or otherwise pertaining to the indebtedness secured hereby or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing on the indebtedness secured by this Agreement or on account of any other indebtedness of the Pledgor to the Secured Party, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the indebtedness secured by this Agreement and such other indebtednesses, such excess shall be refunded to the Pledgor. In determining whether or not the interest paid or payable with respect to any



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indebtedness of the Pledgor to the Secured Party, under any specific contingency, exceeds the highest lawful rate, the Pledgor and the Secured Party shall, to the maximum extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than an interest, (b) exclude voluntary prepayments and the effects thereof, (c) amortize, prorate, allocate and spread the total amount of interest throughout the term of such indebtedness so that the actual rate of interest on account of such indebtedness does not exceed the maximum amount permitted by applicable law, and/or (d) allocate interest between portions of such indebtedness, to the end that no such portion shall bear interest at a rate greater than that permitted by law. The terms and provisions of this paragraph shall control and supersede every other conflicting provision of this Agreement.

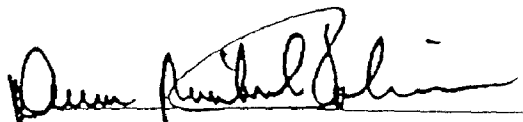
- 5.9 Pledgor's Obligations. Anything herein to the contrary notwithstanding (i) despite the execution of this Security Agreement or the exercise of any rights thereunder, the Pledgor shall remain liable under the Loan Agreement, and the Note, to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, and (ii) the Secured Party shall not be obligated to perform any of the obligations or duties of the Pledgor which are necessary or desirable to perfect, optimize or maintain the Patent Rights.

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

ALBEMARLE CORPORATION,
a Virginia Corporation

BROMITRON CORPORATION,
a Florida Corporation

By: 
Name: Victor L. McDearman
Title: Vice President,
Five Chemicals

By: 
Name: Denis Michael Robinson
Title: President

SCHEDULE A - PATENT RIGHTS

(EXHIBIT C)

<u>Country</u>	<u>Application / Patent Number</u>
United States	5,254,226
United States (Reissue of 5,254,226)	U. S. Application Serial No. 08/544,530
PCT	WO 9322477
Australia	658 317 B2
Canada	2,112,677
Europe	635 072
Israel	105 608
Japan	07501487



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EXHIBIT C

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is dated as of the 22nd day of JANUARY, 1999 between BROMITRON CORPORATION, a Florida corporation having its principal place of business at 7081 Grand National Drive, Suite 112, Orlando, Florida 32819, (the "Pledgor"), and ALBEMARLE CORPORATION, having an office at 330 South Fourth Street, Richmond, Virginia 23219, (the "Secured Party").

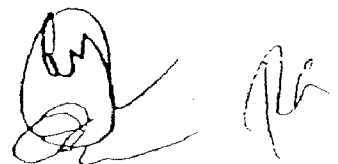
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NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, as collateral security for the prompt and complete payment when due of its obligations to the Secured Party under the Loan Agreement and the Note, Pledgor hereby represents, warrants, covenants and agrees as follows:

STATEMENT OF AGREEMENT

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- 1.1 "Agreement" means this Security Agreement, as amended, supplemented or modified from time to time.
- 1.2 "Collateral" means all rights and interest of the Pledgor in the Patent Rights and all patent rights arising therefrom as described in Article 2.
- 1.3 "Event of Default" means an Event of Default under Section 10.1 of the Loan Agreement.
- 1.4 "Obligations" means the obligations of the Pledgor pursuant to the Loan Agreement and the Note.
- 1.5 "Security Interest" means the continuing general lien on, and security interest in, and the grant, bargain, sale, transfer, and pledge of, the Collateral in favor of and to the Secured Party as security for the payment of the Obligations.
- 1.6 "Patent Rights" means the patent(s) and patent application(s) listed in Schedule A.

ARTICLE II - GRANT

2. To secure its Obligations under the Loan Agreement, the Note, and all other indebtednesses, liabilities and obligations of Pledgor to Secured Party, whether now existing or hereinafter incurred, and whether created under, arising out of or in connection with the Loan Agreement, the Note, this Agreement or otherwise, Pledgor does hereby mortgage and pledge to Secured Party, and grant to Secured Party a Security Interest in, all of Pledgor's right, title and interest in, to and under the Collateral hereto, including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto

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throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively called the "Collateral").

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3. The Pledgor represents and warrants to the Secured Party as follows:
- 3.1 Rights in Ownership of Collateral. Except for the Security Interest and any lien created by the Secured Party, the Pledgor owns and possesses all rights, title and interest in the Collateral.
- 3.2 First Lien on Collateral. Except for any lien created by the Secured Party, (i) the Security Interest constitutes and creates a valid and continuing first priority lien on the Collateral in favor of the Secured Party, prior to all other liens and enforceable as such as against any Person in any jurisdiction where any of the Collateral is or may hereafter be located and as against any purchaser of property and any present or future creditor obtaining a lien on such property, and (ii) as of the date hereof, or as soon as reasonably practicable thereafter, all action necessary or desirable in the opinion of the Secured Party to perfect the Security Interest in each item of the Collateral will be duly taken by the Pledgor.
- 3.3 Financing Statements. As of the date the Loan Agreement is executed by the Secured Party, no lien, financing statement or other document evidencing a Security Interest covering the Collateral is on file in any governmental office anywhere in the world.



ARTICLE IV - COVENANTS

- 4.1 Ownership of Collateral. The Pledgor shall defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein adverse to either the Pledgor or to the Secured Party.
- 4.2 Sale of Collateral. The Pledgor will not, without the prior written consent of the Secured Party, sell, transfer, by license agreement or by other means, assign, encumber, or otherwise dispose of or hypothecate the Collateral or any portion thereof, unless the prior written consent of the Secured Party is obtained.
- 4.3 Information and Inspection. The Pledgor shall furnish to the Secured Party such information concerning the Collateral as the Secured Party may from time to time reasonably request, and will allow the Secured Party to inspect and copy all records reasonably required by the Secured Party.
- 4.4 Additional Documents. Upon the request of the Secured party, and at the expense of the Secured Party, the Pledgor will promptly execute and deliver any and all such further instruments and documents and will take such further action as may be deemed necessary or desirable in the reasonable judgment of the Secured party to obtain, maintain and perfect the Security Interest.
- 4.5 Notice of Changes. The Pledgor will notify the Secured Party of any change in the Pledgor's mailing address or place of business.
- 4.6 Event of Default. If an Event of Default shall occur and be continuing, the Secured Party shall have the right to demand that the Pledgor cease using any of the Collateral, and, in such case, the Pledgor shall promptly after such request is made, cease using such Collateral. Additionally, if an Event of Default has



occurred and is continuing, Pledgor shall, upon request, assign all of its rights, title and interest in and to the Collateral to the Secured Party and shall thereafter promptly execute all documents proffered by the Secured Party which evidence such assignment and are necessary or desirable to perfect the rights of the Secured party in and to the Collateral. After an Event of Default has occurred and is continuing, the Secured Party shall have the right to take any of the following actions and Pledgor shall render to the Secured party all requested assistance in carrying out such actions:

- (i) take any action the Pledgor is required to take or any other necessary or desirable action to obtain, preserve, and enforce this Agreement, and to maintain and preserve the Collateral;
- (ii) require the Pledgor to give possession of all books, records and other documents (including documents in computer-reading form) embodying, describing or otherwise relating to any of the Collateral covered by this Agreement to the Secured Party; and
- (iii) require the Pledgor to enforce or join in the enforcement of, for the benefit of the Secured Party, any of the rights or obligations contained in any agreement between the Pledgor relating to the Collateral including joining in and fully cooperating in any legal action to enforce any of the Patent Rights contained in the Collateral against an infringer.

ARTICLE V - GENERAL

5.1 Assignment of the Obligations by the Secured Party. The Secured Party may assign or transfer to any third party any or all of the rights of the Secured Party in the Collateral. The Secured Party shall give written notice to the Pledgor of any such

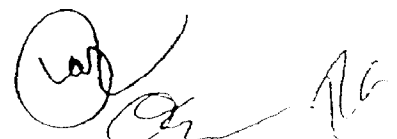


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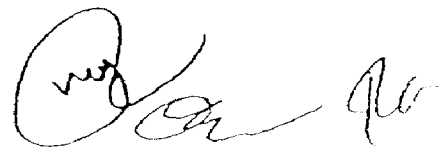
assignment or transfer. Such transferee shall be vested with all the powers and rights of the Secured Party hereunder with respect to such Collateral, but the Secured Party shall retain all rights and powers hereby given with respect to any of the Collateral not so assigned or transferred.

- 5.2 Waiver. No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between the Pledgor and the Secured Party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- 5.3 Parties Bound. The rights of the Secured Party hereunder shall inure to the benefit of its permitted successors and assigns.
- 5.4 Notice. Section 11.2 of the Loan Agreement shall govern the giving of all notices in connection with this Agreement. Notice mailed in accordance with the terms thereof shall be deemed commercially reasonable and fair.
- 5.5 Financing Statements. The Secured Party is authorized on behalf of the Pledgor, as the Pledgor's agent and attorney in fact for such purpose to complete, sign and file with the appropriate governmental office in any country all documents required to perfect the Security Interest of the Secured Party in any country and/or any assignment of the Collateral.
- 5.6 APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS RULES THEREOF.

Handwritten signature and initials in black ink, including a circled 'W' and the letters 'JG'.

5.7 Reformation and Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws in effect during the term hereof, (i) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable, and (ii) the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

5.8 Usury Savings Clause. Interest on the indebtedness secured by this Agreement is expressly limited so that in no contingency or event whatsoever, whether by acceleration of the maturity of the indebtedness secured by this Agreement or otherwise, shall the interest contracted for, charged or received by the Secured Party exceed the maximum amount permissible under applicable law. If from any circumstances whatsoever fulfillment of any provisions of this Agreement, the Loan Agreement, or the Note, or any other document evidencing, securing, guaranteeing or otherwise pertaining to the indebtedness secured hereby, at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstances the Secured Party shall ever receive anything of value as interest or deemed interest by applicable law under this Agreement, the Loan Agreement, or the Note, or any other document evidencing, securing, guaranteeing or otherwise pertaining to the indebtedness secured hereby or otherwise an amount that would exceed the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing on the indebtedness secured by this Agreement or on account of any other indebtedness of the Pledgor to the Secured Party, and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the indebtedness secured by this Agreement and such other indebtednesses, such excess shall be refunded to the Pledgor. In determining whether or not the interest paid or payable with respect to any



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indebtedness of the Pledgor to the Secured Party, under any specific contingency, exceeds the highest lawful rate, the Pledgor and the Secured Party shall, to the maximum extent permitted by applicable law, (a) characterize any non-principal payment as an expense, fee or premium rather than an interest, (b) exclude voluntary prepayments and the effects thereof, (c) amortize, prorate, allocate and spread the total amount of interest throughout the term of such indebtedness so that the actual rate of interest on account of such indebtedness does not exceed the maximum amount permitted by applicable law, and/or (d) allocate interest between portions of such indebtedness, to the end that no such portion shall bear interest at a rate greater than that permitted by law. The terms and provisions of this paragraph shall control and supersede every other conflicting provision of this Agreement.

- 5.9 Pledgor's Obligations. Anything herein to the contrary notwithstanding (i) despite the execution of this Security Agreement or the exercise of any rights thereunder, the Pledgor shall remain liable under the Loan Agreement, and the Note, to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Security Agreement had not been executed, and (ii) the Secured Party shall not be obligated to perform any of the obligations or duties of the Pledgor which are necessary or desirable to perfect, optimize or maintain the Patent Rights.

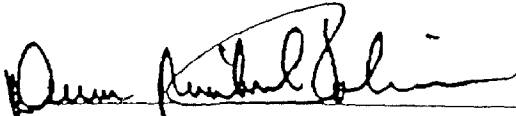
Handwritten signature and initials in the bottom right corner of the page.

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

ALBEMARLE CORPORATION,
a Virginia Corporation

By: 
Name: Victor L. McDearman
Title: Vice President,
Five Chemicals

BROMITRON CORPORATION,
a Florida Corporation

By: 
Name: Denis Michael Robinson
Title: President

SCHEDULE A - PATENT RIGHTS

(EXHIBIT C)

<u>Country</u>	<u>Application / Patent Number</u>
United States	5,254,226
United States (Reissue of 5,254,226)	U. S. Application Serial No. 08/544,530
PCT	WO 9322477
Australia	658 317 B2
Canada	2,112,677
Europe	635 072
Israel	105 608
Japan	07501487