

07-09-2003

ID NUMBER: 102365647A



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RECORDATION FORM SYSTEM  
**PATENTS ONLY**

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

Form PTO-1595  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
Tab settings ⇌ ⇌ ⇌

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

1. Name of conveying party(ies): **7.7.03**  
BMS International, Inc.,  
a Florida Corporation

2. Name and address of receiving party(ies)  
Name: Robert O. Icenogle  
Internal Address: \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Street Address: \_\_\_\_\_  
3223 W. Shell Point Road  
City: Ruskin State: FL Zip: 33570

Execution Date: January 27, 2003

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) \_\_\_\_\_  
See attached Exhibit "A"

Additional numbers attached?  Yes  No

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

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 240.00  
 Enclosed  
 Authorized to be charged to deposit account

Internal Address: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
2560 Gulf to Bay Blvd., Suite 300  
City: Clearwater State: FL Zip: 33765

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.  
Pierre M. Vogelbacher  
Name of Person Signing

[Signature]  
Signature

July 2, 2003  
Date

Total number of pages including cover sheet, attachments, and documents: 8

07/08/2003 DBYRNE 00000054 6126498

01 FC:8021

240.00 documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**PATENT**  
**REEL: 014235 FRAME: 0678**

PATENTS

Patent Description	Patent Number	Issue Date
Hydraulic marine jack plate position indicator	6,126,498	October 3, 2000
Marine jack plate gauge	D421,233	February 29, 2000
Outboard motor flushing bonnet	D414,739	October 5, 1999
Hydraulic marine jack plate	5,782,662	July 21, 1998
Outboard motor cavation plate	D375,101	October 29, 1996
Marine jack plate	D372,452	August 6, 1996
Marine lower unit altering process	5,531,010	July 2, 1996

02-13-2003

Form PTO-1595 (Rev. 10/02)

RECC



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

OMB No. 0651-0027 (exp. 6/30/2005)

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Tab settings

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

1. Name of conveying party(ies):

2-10-03

BMS International, Inc., a Florida Corporation

2. Name and address of receiving party(ies)

Name: Robert O. Icenogle

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Street Address:

3223 W. Shell Point Road

City: Ruskin State: FL Zip: 33570

Execution Date: January 27, 2003

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)

See attached Exhibit "A"

Additional numbers attached? Yes No

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

Name: Pierre M. Vogelbacher

Internal Address:

Street Address:

2560 Gulf to Bay Blvd., Suite 300

City: Clearwater State: FL Zip: 33765

6. Total number of applications and patents involved: 7

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(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.

Pierre M. Vogelbacher

Name of Person Signing

Signature

Feb 3, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 8

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

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OFFICE OF PUBLIC RECORDS FEB 10 AM 8:43 FINANCE SECTION

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Security Agreement") made as of this 27 day of January, 2003, by BMS INTERNATIONAL, INC, A Florida Corporation and (hereinafter referred to as the "Borrower") with an address of 232 Stebbins Terrace, Port Charlotte, FL 33952 in favor of ROBERT O. ICENOGLE with an address of 3223 W. Shell Point Road, Ruskin, Florida 33570 ("Lender"):

### W I T N E S S E T H

WHEREAS, Borrower and Lender are parties to a certain Promissory Note of even date herewith a copy of which is attached hereto as Exhibit A ( hereinafter referred to as the "Note")

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Loan Documents. The Note and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Note.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the loan, Borrower hereby grants to Lender, and hereby reaffirms its prior grant pursuant to the Note of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned patents and any improvements to said patents listed on Exhibit B attached hereto and made a part hereof and all patents and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) Except as provided hereunder, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Patent, free and clear of any liens, charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(ii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Patent; and

(iii) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's loan shall have been satisfied in full and the Note shall have been terminated, Borrower shall not, without the prior written consent of Lender which will not be unreasonably withheld, sell or assign its interest in any Patent or enter into any other agreement with respect to any Patent which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Patents. If, before Borrower's loan shall have been satisfied in full or before the Note has been terminated, Borrower shall (i) become aware of any existing Patents of which Borrower has not previously informed Lender, (ii) obtain rights to any new patentable inventions or Patents, or (iii) become entitled to the benefit of any Patents, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Exhibit B.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of each of the Patents, and (ii) the payment in full of Borrower's loan and the termination of the Note. Borrower agrees that upon the occurrence of an event of default, the use by Lender of all Patents shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's loan and termination of the Note, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Note.

8. Expenses in the Event of Default. All expenses incurred in connection with the default of this agreement shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Patents or in defending or prosecuting any actions or proceedings arising out of or related to the Patents shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

9. Duties of Borrower. Borrower shall have the duty (i) to preserve and maintain all rights in the Patents, as commercially reasonable and (ii) to ensure that the Patents are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 9 shall be borne by Borrower.

10. Lender's Right to Sue. After an event of default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Note shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

13. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

14. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Lender's rights and remedies with respect to the Patents, whether established hereby or by the Note, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon a judicial determination of default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Patents or (ii) take any other actions with respect to the Patents as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Patents to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's loan shall have been paid in full and the Note has been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Note but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Note, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Florida.

15. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

16. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Florida and applicable federal law.

17. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

18. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.


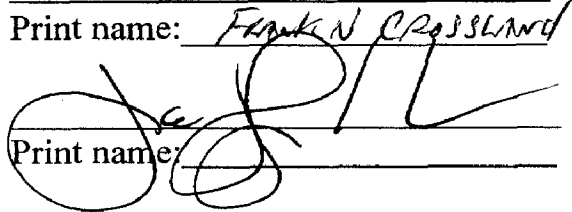
19. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

20. Notices. Any notice or other communication between the parties shall be sent by certified or registered mail to its respective address set forth in the first paragraph of this Agreement, or to such other address as such party may designate from time to time by written notice to the other.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

WITNESS:

BORROWER:

  
Print name: Frank N. Crossland  
  
Print name: \_\_\_\_\_

BMS INTERNATIONAL, INC.  
a Florida Corporation

By   
Its: PRESIDENT

LENDER:

[Signature]  
Print name:

Frank N Crossland  
Print name: FRANK N CROSSLAND

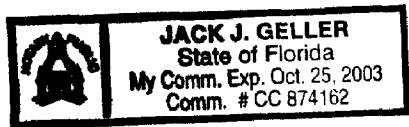
[Signature]  
ROBERT O. ICENOGLE

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 27 day of January, 2003,  
by ROBERT O. ICENOGLE, who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did take an oath.

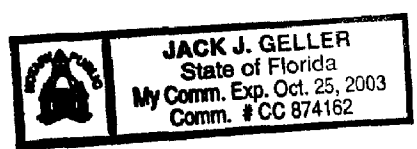
[Signature]  
Notary Public  
Print name:  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF PINELLAS



The foregoing instrument was acknowledged before me this 27 day of January, 2003,  
by GREGORY PELINI as President of BMS International, Inc., who is personally known to me  
or who has produced Dati as identification and who did take an oath.

[Signature]  
Notary Public  
Print name:  
My Commission Expires:





## EXHIBIT B

PATENTS

Patent Description	Patent Number	Issue Date
Hydraulic marine jack plate position indicator	6,126,498	October 3, 2000
Marine jack plate gauge	D421,233	February 29, 2000
Outboard motor flushing bonnet	D414,739	October 5, 1999
Hydraulic marine jack plate	5,782,662	July 21, 1998
Outboard motor cavation plate	D375,101	October 29, 1996
Marine jack plate	D372,452	August 6, 1996
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