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PATENTS ONLY

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

80-011
1-10-08

1. Name of conveying party(ies)
MILE MARKER INTERNATIONAL, INC.
MILE MARKER, INC.
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: MERRILL LYNCH COMMERCIAL FINANCE
Internal Address: CORP AS THE ASSIGNEE OF THE INTERESTS OF MERRILL LYNCH BUSINESS FINANCIAL SERVICE INC

3. Nature of conveyance/Execution Date(s):
Execution Date(s) November 28, 2007
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other TRADEMARK AND PATENT MORTGAGE

Street Address: 222 N. LASALLE STREET
17th FLOOR
City: CHICAGO
State: ILL
Country: UNITED STATES Zip: 60601
Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):
A. Patent Application No.(s)
Additional numbers attached? Yes No

This document is being filed together with a new application.
B. Patent No.(s) 5692735
5842684

5. Name and address to whom correspondence concerning document should be mailed:
Name: MERRILL LYNCH COMMERCIAL FINANCE CORP.
Internal Address: ATTENTION: MR RAYMOND P. ABBOTT
Street Address: 222 N. LASALLE STREET 17th FLOOR
City: CHICAGO
State: ILL Zip: 60601
Phone Number: 312 269 4427
Fax Number: 312 499 3252
Email Address: RABBOTT@EXCHANGE.ML.COM

6. Total number of applications and patents involved: 2
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Raymond P. Abbott 1/3/08
Signature Date
RAYMOND P. ABBOTT
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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TRADEMARK AND PATENT MORTGAGE

THIS TRADEMARK AND PATENT MORTGAGE (this "Mortgage") is made as of the 28th day of November 2007 by and between MILE MARKER INTERNATIONAL, INC., a Florida corporation (the "Customer"), MILE MARKER, INC., a Florida corporation, and MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC., a Delaware corporation ("MLBFS").

W I T N E S S E T H

WHEREAS, pursuant to a certain WCMA LOAN AND SECURITY AGREEMENT dated as of January 28, 2000 between the Customer and MLBFS (as amended or otherwise modified from time to time, collectively the "Loan Agreement"), to secure certain obligations, liabilities and indebtedness from time to time owing by the Customer to MLBFS, Customer and Mile Marker, Inc. have agreed to grant to MLBFS, as additional collateral for the Obligations, a continuing security interest in their Patents (as defined below);

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

1. Incorporation of Loan Agreement Definitions. The Loan Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Customer and Mile Marker, Inc. hereby grant to MLBFS, and hereby reaffirm their prior grant pursuant to the Loan Agreement of, a continuing security interest in Customer and Mile Marker, Inc.'s entire right, title and interest in and to:

(i) all of the patents and patent applications listed on Schedule A attached hereto, and made a part hereof, and renewals thereof, 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, and all rights corresponding to any of the foregoing throughout the world (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patents").

3. Term. The term of the security interests granted herein shall extend until the Obligations have been paid in full and the Loan Agreement has been terminated in accordance with its terms.

4. Effect on Other Agreements; Cumulative Remedies. Upon the occurrence and during the continuance of any default or Event of Default under the Loan Agreement, MLBFS may exercise any or all of the remedies of a secured party under applicable law and in equity, including but not limited to, the UCC. The Customer acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of MLBFS under the Loan Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of MLBFS with respect to the Trademarks and Patents, whether established hereby or by the Loan Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently.

5. Binding Effect; Benefits. This Mortgage shall be binding upon the Customer and its respective successors and assigns, and shall inure to the benefit of the MLBFS and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS MORTGAGE SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENFORCEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS MORTGAGE SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS MORTGAGE SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS MORTGAGE. MLBFS AND CUSTOMER HEREBY EACH EXPRESLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO THIS AGREEMENT OR ANY TRANSACTIONS WHICH ARE THE SUBJECT MATTER OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have duly executed this Mortgage as of the date first above written.

MILE MARKER INTERNATIONAL, INC.

By Richard Gho
Its Chairman

MILE MARKER, INC.

By M. A. Hill
Its President & CEO

Accepted and Agreed to as of the date first written above:

MERRILL LYNCH BUSINESS FINANCIAL SERVICES INC.

By Raymond P. Abbott
Its VICE PRESIDENT

SCHEDULE A

PATENTS

SCHEDULE OF PATENTS

TITLE	COUNTRY	PATENT NO.	PATENT DATE	APP. NO.	APP. DATE	EXPIRATION DATE	STATUS
FAIL-SAFE HYDRAULIC VEHICLE WINCH	US	5692735	12/2/1997	463885	6/5/1995	12/2/2017	GRANTED
MULTI-SPEED HYDRAULIC WINCH	US	5842684	12/1/1998	792585	6/30/1997	12/1/2018	GRANTED