

RECORDAT
TRA



101952991

Tab settings 000

MRP
1/30/02

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

1. Name of conveying party(ies):
OceanWorks International, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

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

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

Execution Date: _____

2. Name and address of receiving party(ies)
Name: Royal Bank of Canada
Internal Address: _____
Street Address: 1025 West Georgia St -2nd Floor
City: Vancouver State: BC ZIP: V6E9

Individual(s) citizenship _____
 Association Banking
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Thompson & Knight Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,914,592 TMA 345,258
TMA 345,259

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Elaina A. Letizia
Internal Address: Thompson & Knight, LLP

Street Address: 1700 Pacific Avenue
Suite 3300
City: Dallas State: TX ZIP: 75201

6. Total number of applications and registrations involved: **3**

7. Total fee (37 CFR 3.41).....\$ 90.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

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

01/31/2002 DBYRNE 00000081 1914592 DO NOT USE THIS SPACE

01 FC:AB1 40.00 DP
02 FC:AB2 50.00 DP

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.

Elaina A. Letizia Elaina A. Letizia January 29, 2002
Name of Person Signing Signature Date

Schedule 1
to Trademark
Security Agreement

U.S. TRADEMARKS, TRADEMARK REGISTRATIONS
AND TRADEMARK APPLICATIONS

A. U.S. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Hard Suits International, Hard Suits Inc.	1,914,592	

B. U.S. Trademark Applications

<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
NONE		

C. Canada. Trademarks and Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>
Hard Suit	TMA 345,258
Newtsuit	TMA 345,259

EXCLUSIVE TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties Licensor/Licensee</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
--------------------------	----------------------------------	--------------------------	-----------------------

- NONE -

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, OceanWorks International, Inc., a Delaware corporation (herein called "Grantor") owns certain "Trademarks" (as defined below) and is a party to certain "Trademark Licenses" (as defined below); and

WHEREAS, pursuant to the terms of the General Security Agreement of even date herewith (herein, as from time to time amended, supplemented, or restated, called the "Security Agreement") between Grantor and Royal Bank of Canada (herein, together with its successors and assigns, called "Grantee"), Grantor has granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Indebtedness" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Secured Obligations, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(a) each Trademark in which Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantor under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

"Trademark License" means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

"Trademarks" means all of the following: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (b) the goodwill of the business symbolized thereby or associated with each of them, (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto, (d) all reissues, extensions and renewals thereof, (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

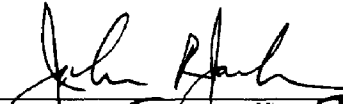
Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly allowed in the Security Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of November, 2001.

OCEANWORKS INTERNATIONAL, INC.

By: 
Name: JOHN R. JACOBSON
Title: PRESIDENT

Acknowledged:

ROYAL BANK OF CANADA

By: 
Name: ELISA KRELLER
Title: Associate Account Manager

STATE OF TEXAS

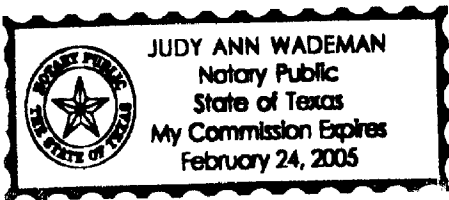
§

COUNTY OF Harris

§

§

This instrument was acknowledged before me on this 30th day of November, 2001, by J. R. Jackson the President of OceanWorks International, Inc., a Delaware corporation, on behalf of said corporation.



Judy Ann Waedeman
NOTARY PUBLIC, State of Texas

JUDY ANN WADEMAN
(printed name)

My commission expires:

February 24, 2005

PROVINCE
STATE OF BRITISH COLUMBIA
COUNTRY
COUNTRY OF CANADA

§

§

§

This instrument was acknowledged before me on this 5th day of December, 2001, by Elisa Kreller, an Associate of Royal Bank of Canada, a Canadian Bank, on behalf of the said Bank.
Bank Manager Bank

[Signature]

[Signature]

Province
NOTARY PUBLIC, State of British Columbia

ERIC MAURICE

(printed name)

My commission ^{is} expires:

FOR LIFE

[Signature]

[SEAL]