

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Marwil, Inc.		09/30/2005	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	ROYNAT BUSINESS CAPITAL INC.		
Street Address:	100 North Tryon St., Suite 3720		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2592216	MARWIL PRODUCTS	
Serial Number:	75549343	MARWIL	
CORRESPONDENCE DATA			
Fax Number:	(704)373-8839		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-373-8065		
Email:	rlucas@mcguirewoods.com		
Correspondent Name:	Gina M. Lucas		
Address Line 1:	100 N. Tryon St., Suite 2900		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
NAME OF SUBMITTER:	Gina M. Lucas		
Signature:	/gina m lucas/		
Date:	10/31/2005		

Total Attachments: 5

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 REEL: 003184 FRAME: 0451**

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 30, 2005 (this "Agreement"), by MARWIL, INC. ("Grantor") in favor of ROYNAT BUSINESS CAPITAL INC. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to (i) a Credit and Security Agreement dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (ii) a Security Agreement dated as of the date hereof (as such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Guaranty Security Agreement" and, together with the Credit Agreement, the "Security Agreements"), among the Grantor and the Lender and in order to obtain the benefits referred to therein, the Grantor has granted to the Lender a security interest in substantially all of its property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, pursuant to the Security Agreements, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the U.S. Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Lender agree as follows:

1. Grant of Security. Grantor hereby grants to the Lender a security interest in and to all of Grantor's right, title and interest in and to the following (the "Collateral"):

(a) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by Grantor to the Lender from time to time, together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents"); and

(b) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto, as Schedule B may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by Grantor to the Lender from time to time (the "Trademarks"); and

(c) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents and the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all Proceeds of the foregoing.

2. Security for Obligations. The pledge and collateral assignment of, and the grant of a security interest in, the Collateral by Grantor under this Agreement secures the payment of all Obligations of Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of each Security Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral are more fully set forth in each Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without reference to the conflicts of laws principles thereof.

[Signatures follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers as of the day and year first above written.

MARWIL, INC.

By: 

Name: *Julian K. Haller*
Title: *President*

Address for notices to any Grantor:

3100 Camp Road
Oviedo, Florida 32765
Attention: *Julian K. Haller*
Telephone: *800-327-1027 ext. 6621*
Facsimile: *407.365.9852*

Issued Patents

<u>Grantor</u>	<u>Country</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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N/A

Pending Patent Applications

<u>Grantor</u>	<u>Country</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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N/A

Patent Applications in Preparation

<u>Grantor</u>	<u>Country</u>	<u>Docket No.</u>	<u>Expected Filing Date</u>	<u>Inventor(s)</u>	<u>Title</u>
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N/A

Patent Licenses

<u>Country or Territory</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Date</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Subject Matter</u>
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N/A

Schedule B

Registered Trademarks

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Marwil Products Company	USA	Marwil Products	2,592,216	7-9-02

Pending Trademark Applications

<u>Grantor</u>	<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
Marwil Products Company	USA	Marwil	75-549343*	9-8-98

* Has been abandoned.

Trademark Applications in Preparation

N/A

Trademark Licenses

N/A