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RECORDATION NO. 17321 FILED 1425

MAY 22 1991 -2 10 PM

INTERSTATE COMMERCE COMMISSION 1-142A012

May 21, 1991

RECORDATION NO. 17321 FILED 1425

MAY 22 1991 -2 10 PM

INTERSTATE COMMERCE COMMISSION

**VIA FEDERAL EXPRESS**

Secretary of the Interstate
Commerce Commission
12th Street & Constitution Avenue, N.W.
Washington, D.C. 20423

ATTN: Mildred Lee, Suite 2303

Dear Secretary:

I have enclosed an original and one copy of the document described below to be recorded pursuant to § 11303 of Title 49 of the U.S. Code.

One document is a Security Agreement ($6,000,000.00), a primary document, dated May 5, 1991. The other document is a Three Party Assignment And Security Agreement dated May 5, 1991, a secondary document, connected to the primary document described above.

The names and addresses of the parties to the primary document, the Security Agreement ($6,000,000.00), are as follows:

Secured Party: MARVIN H. WEINER
#3 Hill Street at Prospect Road
Mt. Airy, Maryland 21771-0417

Debtor: CRYO-TRANS, INC.
#3 Hill Street at Prospect Road
Mt. Airy, Maryland 21771-0417
ATTN: Marvin H. Weiner

The names and addresses of the parties to the secondary document, the Three Party Assignment And Security Agreement, are as follows:

| | |
|---|---|
| Assignee: | SIGNET BANK/MARYLAND<br>7 St. Paul Street<br>Baltimore, Maryland 21202<br>ATTN: Robert J. Sutton, II |
| Assignor: | MARVIN H. WEINER<br>#3 Hill Street at Prospect Road<br>Mt. Airy, Maryland 21771-0417 |
| Debtor: | CRYO-TRANS, INC.<br>#3 Hill Street at Prospect Road<br>Mt. Airy, Maryland 21771-0417<br>ATTN: Marvin H. Weiner |

A description of the property covered by the Security Agreement ($6,000,000.00) and the Three Party Assignment And Security Agreement is as follows: All those fifty (50) railroad boxcars with reporting marks CRYX 1273 through 1322, inclusive.

A fee of Thirty Dollars ($30.00) is enclosed. Please return the originals and any extra copies not needed by the Commission for recordation to Joseph R.S. Tyssowski, Jr., Esquire, Gebhardt & Smith, The World Trade Center, Ninth Floor, Baltimore, Maryland 21202 (301-385-5044).

A short summary of the primary document to appear in the index is as follows:

> Security Agreement ($6,000,000.00) between Marvin H. Weiner, #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417, as Secured Party, and Cryo-Trans, Inc., #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417, ATTN: Marvin H. Weiner, as Debtor, dated May 5, 1991 and covering fifty (50) boxcars.

A short summary of the secondary document to appear in the index is as follows:

> Assignment of Security Interest between Marvin H. Weiner, #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417, as Assignor, Signet Bank/Maryland, 7 St. Paul Street, Baltimore, Maryland 21202, ATTN: Robert J. Sutton, II, as Assignee, and Cryo-Trans, Inc., #3 Hill Street at Prospect Road, Mt. Airy, Maryland 21771-0417, ATTN: Marvin H. Weiner, as Debtor, dated May 5, 1991 and covering fifty (50) boxcars and connected to the Security Agreement ($6,000,000.00) dated May 5, 1991 by and between Marvin H. Weiner and Cryo-Trans, Inc.

Very truly yours,

Joseph R.S. Tyssowski, Jr.

JRST:pw
Enclosures

**THREE-PARTY ASSIGNMENT AND SECURITY AGREEMENT**

RECORDATION NO. 17321 FILED 1425
MAY 22 1991 -2 10 PM
INTERSTATE COMMERCE COMMISSION

By And Between

**CRYO-TRANS, INC.,**
A Maryland Corporation

Debtor

And

**MARVIN H. WEINER,**

Assignor

And

**SIGNET BANK/MARYLAND,**
A Maryland Banking Corporation

Lender

Date: May 5, 1991

C.JT.10345TPA.001
05/02/91

**THREE-PARTY**
**ASSIGNMENT AND SECURITY AGREEMENT**

THE THREE-PARTY ASSIGNMENT AND SECURITY AGREEMENT (hereafter, this "ASSIGNMENT") is made and entered into this 5th day of May, 1991, by and between CRYO-TRANS, INC., a Maryland corporation (hereafter, the "DEBTOR"); MARVIN H. WEINER (hereafter, the "ASSIGNOR"); and SIGNET BANK/MARYLAND, a Maryland banking corporation (hereafter, the "LENDER").

RECITALS

a. The LENDER has extended a credit accommodation to the ASSIGNOR in the maximum principal amount of Six Million Dollars ($6,000,000.00) (hereafter, the "ASSIGNOR LOAN") pursuant to the terms of a Promissory Note, Loan And Security Agreement ($6,000,000.00) and other related documents of even date herewith (hereafter, the "ASSIGNOR LOAN DOCUMENTS") for the purpose of allowing the ASSIGNOR to make a loan to the DEBTOR. The ASSIGNOR has extended a loan (hereafter, the "LOAN") to the DEBTOR pursuant to a Promissory Note of even date herewith from the DEBTOR to the order of the ASSIGNOR in the principal amount of Six Million Dollars ($6,000,000.00), a Security Agreement ($6,000,000.00) of even date herewith by and between the DEBTOR and the ASSIGNOR and other related loan documents of even date herewith (collectively, the "LOAN DOCUMENTS").

b. To secure the payment and performance of all of the ASSIGNOR'S obligations and debts owing by the ASSIGNOR to the LENDER under the ASSIGNOR LOAN DOCUMENTS (hereafter, collectively, the "OBLIGATIONS"), the ASSIGNOR has agreed to assign and endorse to the LENDER and to grant a security interest to the LENDER, in and to all of the ASSIGNOR'S right, title, interest, powers and privileges in the LOAN and in the LOAN DOCUMENTS and all benefits thereof and rights thereunder.

NOW, THEREFORE, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Assignment And Grant Of Security Interest. To secure the prompt and complete satisfaction of the OBLIGATIONS, the ASSIGNOR, on the terms and conditions herein set forth, hereby assigns and transfers, and conveys to the LENDER, its successors and assigns, with full recourse, and grants to the LENDER, its successors and assigns, a continuing first priority security interest, in all of the ASSIGNOR'S right, title, interest, powers and privileges in, under, and to the LOAN, and the LOAN DOCUMENTS,

including, but not limited to, the right to receive all payments made by the DEBTOR under the LOAN, any and all collateral and security referred to in the LOAN DOCUMENTS and all benefits and rights thereunder, and all remedies and enforcement powers thereunder and all proceeds, funds and moneys obtained as a result thereof. NOTHING CONTAINED IN THIS ASSIGNMENT SHALL BE DEEMED TO CONFER ANY OBLIGATIONS UPON THE LENDER TO ADVANCE ANY SUMS TO THE DEBTOR UNDER THE LOAN DOCUMENTS OR TO OBLIGATE THE LENDER TO THE DEBTOR IN ANY WAY UNDER THE LOAN DOCUMENTS.

Section 2. Representations And Warranties. To induce the LENDER to continue to provide credit accommodations to the ASSIGNOR, each of the ASSIGNOR and DEBTOR unconditionally and severally represents and warrants to the LENDER, in each case solely in respect to the matters set forth below relating to it, that:

2.1. No indebtedness owed to the ASSIGNOR by the DEBTOR is in default;

2.2. There are no defenses, set-offs, or counterclaims which prevent or offset collection of any indebtedness owed by the DEBTOR to the ASSIGNOR;

2.3. The ASSIGNOR has not made and will not make any other assignment, pledges, transfers or hypothecation of the LOAN DOCUMENTS;

2.4. The terms of the LOAN DOCUMENTS have not been waived, modified or altered in any respect or manner;

2.5. The execution by the ASSIGNOR of this ASSIGNMENT and the performance of its obligations hereunder will not cause the ASSIGNOR to be in violation of any applicable statute, ordinance, rule or regulation, or any provision of any agreement, contract, or other written instrument;

2.6. This ASSIGNMENT has been duly and validly executed and delivered by the ASSIGNOR to the LENDER and constitutes the legal, valid and binding obligation of the ASSIGNOR, enforceable in accordance with the terms hereof;

2.7. The ASSIGNOR'S security interests and liens established under the LOAN DOCUMENTS constitute perfected security interests and liens in the collateral described therein;

2.8. The LOAN DOCUMENTS constitute the legal, valid and binding obligation of the DEBTOR and are enforceable in accordance with all stated terms.

Section 3. Covenants And Agreements Of Assignor. The ASSIGNOR covenants and agrees with the LENDER as follows:

3.1. The ASSIGNOR will not enter into any agreement modifying, amending or terminating the LOAN DOCUMENTS without the prior written express consent of the LENDER which consent shall not be unreasonably withheld;

3.2. In order to perfect the security interests created by this ASSIGNMENT, the ASSIGNOR shall deliver to the LENDER any and all security agreements, financing statements and other writings as reasonably deemed necessary by the LENDER from time to time for such purpose;

3.3. The ASSIGNOR will deliver to the LENDER the original LOAN DOCUMENTS and shall promptly cause all public filings which have been filed or are to be filed to reflect the ASSIGNOR'S security interest and liens under the LOAN DOCUMENTS to be unconditionally assigned of public record to the LENDER;

3.4. The ASSIGNOR will from time to time execute and deliver such other and further documents and take such further additional actions as may be required by the LENDER to carry out the purposes of this ASSIGNMENT. In the event the ASSIGNOR fails to execute any such document or take any such action within five (5) business days after written demand from the LENDER requesting the execution of such document or the taking of such action the ASSIGNOR shall and does hereby irrevocably appoint the LENDER as its attorney-in-fact, with power of substitution, in the name of LENDER or in the name of the ASSIGNOR or otherwise, for the use and benefit of LENDER to take any action and execute any instruments which such attorney-in-fact may deem necessary or advisable to accomplish the purpose of this ASSIGNMENT; and

3.5. The ASSIGNOR shall delivery to the LENDER the originals of all LEASES (as that term is defined in the LOAN DOCUMENTS) promptly upon receipt by the ASSIGNOR.

Section 4. Covenants And Agreements Of Debtor. The DEBTOR covenants and agrees with the LENDER as follows:

4.1. The DEBTOR shall make all payments required under the LOAN DOCUMENTS directly to the LENDER;

4.2. The payments required under the LOAN DOCUMENTS shall not be subject to any defenses, set-offs or counterclaims which the DEBTOR may now or hereafter have against the ASSIGNOR;

4.3. The DEBTOR shall deliver all reports, submissions and other documents which the DEBTOR is required to

submit to the ASSIGNOR pursuant to the LOAN DOCUMENTS directly to the LENDER;

4.4. The LENDER shall have all of the rights but none of the obligations of the ASSIGNOR under the LOAN DOCUMENTS; and

4.5. The DEBTOR shall establish a depository account at Farmers And Mechanics Bank, Mt. Airy, Maryland in the names of both the DEBTOR and the LENDER and an operating account with the LENDER. The DEBTOR shall have all cash or checks received by the DEBTOR (including, but not limited to, all payments received under any leases or chattel paper) immediately deposited in the depository account with Farmers And Mechanics Bank and the LENDER will automatically transfer via daily depository transfers, at the LENDER'S expense, all sums held in such depository account to the DEBTOR'S operating account with the LENDER.

Section 5. Enforcement Of Loan Documents. Upon the occurrence of any event of default under the LOAN DOCUMENTS, ASSIGNOR shall promptly give to the LENDER written notice of such default and shall immediately, upon the written request of the LENDER, proceed to enforce the LOAN DOCUMENTS in accordance with all stated terms and by whatever procedures are authorized by law, for the benefit of the LENDER but at the ASSIGNOR'S sole cost and expense. All non-cash proceeds realized upon any disposition of the collateral covered by the LOAN DOCUMENTS shall be pledged to the LENDER as additional security for all existing and hereafter incurred OBLIGATIONS, provided, however, that the ASSIGNOR shall not make any dispositions of collateral on terms other than cash without the prior written consent of the LENDER. The LENDER may, at its sole option, directly proceed to enforce the LOAN DOCUMENTS in its own name, or in the name of the ASSIGNOR, for the benefit of the LENDER, but at the sole expense of the ASSIGNOR, and the ASSIGNOR shall thereupon cease any effort to enforce the LOAN DOCUMENTS except as it may be directed by the LENDER. All legal expenses incurred by the LENDER in connection with any effort by it to exercise any right or remedy contained in the LOAN DOCUMENTS shall be chargeable to the ASSIGNOR'S account with the LENDER and shall form a part of the OBLIGATIONS. The ASSIGNOR agrees that the LENDER may compromise, extend, renew or modify the terms of the LOAN DOCUMENTS or any indebtedness secured thereby as the LENDER, in its sole and absolute discretion, reasonably deems necessary, expedient or advisable, without any liability on the part of the LENDER and without in any way affecting or releasing any liability of the ASSIGNOR to the LENDER.

Section 6. Events Of Default. The occurrence of any one or more of the following events (hereafter, referred to as an "EVENT OF DEFAULT") shall constitute a default hereunder:

6.1. If a default should exist or occur under any document or agreement executed by the ASSIGNOR evidencing or securing the OBLIGATIONS and such default is not cured within any applicable stated grace or cure period;

6.2. If ASSIGNOR shall fail to perform, comply with or observe any of the terms, conditions, or covenants of this ASSIGNMENT and such failure continues for a period of five (5) business days after notice thereof by the LENDER;

6.3. If a default should exist or occur under the LOAN or the LOAN DOCUMENTS and such default is not cured within any applicable stated grace or cure period; or

6.4. If any representation or warranty contained herein shall prove to be false or incorrect in any material respect on the date as of which made.

Section 7. Rights And Remedies. If any EVENT OF DEFAULT shall occur, then in each and every such case, the LENDER at its option may, but is not obligated to, at any time thereafter exercise or enforce any or all of the following rights and remedies:

7.1. Declare the LOAN immediately due and payable; and/or

7.2. Declare all OBLIGATIONS immediately due and payable; and/or

7.3. Proceed to protect or enforce its rights by an action or actions at law or in equity or by any other appropriate proceedings, whether for the specific performance of any of the covenants herein contained, or of any other agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise or execution of any right, remedy or power granted herein or by law.

Section 8. Amendments And Modifications. Neither the ASSIGNOR nor the DEBTOR shall consent to any waiver, modification or cancellation of any of the terms or provisions of the LOAN DOCUMENTS without the prior written consent of the LENDER.

Section 9. Binding Nature. This ASSIGNMENT shall inure to the benefit of the LENDER and the LENDER'S successors and assigns and shall be binding upon the ASSIGNOR, the DEBTOR, and the ASSIGNOR'S and DEBTOR'S respective personal representatives, successors and assigns. This ASSIGNMENT may not be waived, modified or altered other than by a written agreement signed by each of the parties hereto.

Section 10. Choice Of Law. The laws of the State of Maryland shall strictly govern the rights and obligations of the parties to this ASSIGNMENT and all other LOAN DOCUMENTS, and the interpretation and construction and enforceability thereof and any and all issues relating to the transactions contemplated herein. The DEBTOR consents to the jurisdiction and venue of the courts of any county of the State of Maryland and to the courts of the City of Baltimore, Maryland as well as to the venue and jurisdiction of the United Stated District Court for the District of Maryland if suit is filed by the LENDER or any successor thereto, to enforce, interpret, or construe the LOAN DOCUMENTS.

Section 11. Waiver Of Jury Trial. All parties to this ASSIGNMENT agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party on or with respect to this ASSIGNMENT or any LOAN DOCUMENT or any other document or which in any way relates, directly or indirectly, to the LOAN, or the OBLIGATIONS, or any event, transaction, or occurrence arising out of or in any way connected with the LOAN, or any of the OBLIGATIONS, or the dealings of the parties with respect thereto shall be tried only by a court, and not by a jury. Each party hereby expressly waives any and all rights to a trial by jury in any such suit, action, or proceeding. The DEBTOR and the ASSIGNOR acknowledge and agree that this provision is a specific and material aspect of the agreement between the parties and that the LENDER would not enter into the subject transactions, if this provision were not part of this ASSIGNMENT.

IN WITNESS WHEREOF, the parties have executed this ASSIGNMENT with the intention of creating an instrument under seal as of the date first written above.

WITNESS/ATTEST:

THE DEBTOR:

CRYO-TRANS, INC.,
A Maryland Corporation

By: _____ (SEAL)
Marvin H. Weiner,
President

Date: May 5, 1991

C:JT:10345TPA.001
05/02/91

WITNESS/ATTEST:

THE ASSIGNOR:

MARVIN H. WEINER (SEAL)

Date: May 5, 1991

THE LENDER:

SIGNET BANK/MARYLAND,
A Maryland Banking Corporation

By: (SEAL)
Name: PAUL V SALFI
Title: CFO

Date: May 10, 1991

**ACKNOWLEDGEMENTS**

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of May, 1991, before me, the undersigned Notary Public of the State of Maryland, personally appeared Marvin H. Weiner, and acknowledged himself to be the President of CRYO-TRANS, INC., a Maryland corporation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the CRYO-TRANS, INC., by himself as President.

IN WITNESS MY Hand and Notarial Seal.

NOTARY PUBLIC (SEAL)

My Commission Expires:
Feb 1994

C:JT:10345TPA.001
05/02/91

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY that on this 5th day of May, 1991, before me, the undersigned Notary Public of the State of Maryland, personally appeared MARVIN H. WEINER, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS MY Hand and Notarial Seal.

Mary E Murphy (SEAL)
NOTARY PUBLIC

My Commission Expires:
Feb 1994

STATE OF MARYLAND, CITY OF BALTIMORE, TO WIT:

I HEREBY CERTIFY, that on this 10 day of May, 1991, before me, the undersigned a Notary Public of the State of Maryland, personally appeared Paul V. Palfi, who acknowledged himself/herself to be a CF Officer of SIGNET BANK/MARYLAND, a Maryland banking corporation, and acknowledged that he/she, as such CF Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of SIGNET BANK/MARYLAND by himself/herself as CF Officer.

IN WITNESS MY Hand and Notarial Seal.

Georgia Di Pella (SEAL)
NOTARY PUBLIC

My Commission Expires:
7/1/94

THIS IS TO CERTIFY THAT this is a true copy of that certain Three-Party Assignment And Security Agreement by and among CRYO-TRANS, INC., MARVIN H. WEINER AND SIGNET BANK/MARYLAND dated May 5, 1991.

Patricia A. Werthmann (SEAL)

My Commission Expires:
11/26/92

PATRICIA A. WERTHMANN
NOTARY PUBLIC
ANNE ARUNDEL CO., MD.

C.JT.10345TPA.001
05/02/91