

09-12-2001

Docket No.:

9.4.01

Tab settings



To the Honorable Commissioner of Patent.

101840131

ached original documents or copy thereof.

1. Name of conveying party(ies):

Wangler, Incorporated  
3421 N. Benzing Road  
Orchard Park, New York 14127

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State New York  
☐ Other

Additional names(s) of conveying party(ies) ☐ Yes ☐ No

2. Name and address of receiving party(ies):

Buffalo and Erie County  
Name: Regional Development Corporation

Internal Address:

Street Address: 275 Oak Street

City: Buffalo State: NY ZIP: 14203

- ☐ Individual(s) citizenship  
☐ Association  
☐ General Partnership 4  
☐ Limited Partnership  
☒ Corporation-State New York  
☐ Other

If assignee is not domiciled in the United States, a domestic designation is ☐ Yes ☐ N  
(Designations must be a separate document from  
Additional name(s) & address(es) ☐ Yes ☐ N

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other

Execution Date: August 27, 2001

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

850,959; 1,137,743;  
1,172,879; 1,216,431

Additional numbers ☐ Yes ☐ No

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

Name: Christopher J. Hurley, Esq.

Internal Address: Hurwitz & Fine, P. C.

Street Address: 1300 Liberty Building

City: Buffalo State: NY ZIP: 14202

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41): \$ 115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

09/11/2001 JTWLAW2 00000804 850959

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01 FC:481  
02 FC:482

40.00 OP  
75.00 OP

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.

Eric J. Wangler, President

Name of Person Signing

Signature

August 27, 2001

Date

Total number of pages including cover sheet, attachments, and

TRADEMARK

REEL: 002364 FRAME: 0725

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") is made as of the 27 day of August, 2001, by and between WANGLER, INCORPORATED, a New York corporation ("Wangler") and BUFFALO AND ERIE COUNTY REGIONAL DEVELOPMENT CORPORATION ("RDC").

### BACKGROUND

RDC and Wangler are parties to a Loan Agreement dated as of the date hereof (as the same may hereafter be amended, modified, restated or supplemented from time to time, the "Loan Agreement") pursuant to which RDC is extending financial accommodations to Wangler.

To secure Wangler's obligations to RDC under the Loan Agreement, Wangler granted RDC a security interest in substantially all of its assets, including, without limitation, the Trademarks, Trademark Licenses and the Collateral (each as defined below).

In order to induce RDC to provide Wangler the financial accommodations described in the Loan Agreement, Wangler has agreed to execute this Agreement to create in favor of RDC a secured and protected interest in the Trademarks, the Trademark Licenses and the Collateral.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, Wangler and RDC hereby agree as follows:

#### 1. Definitions.

(a) Unless otherwise defined herein, each capitalized term used herein that is not defined shall have the meaning given to such term in the Loan Agreement.

(b) The words "hereof", "herein", "hereunder" and words of like import when used in this Agreement shall refer to this Agreement and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

(d) The term "ITU Marks" shall mean all pending applications listed on the attached Schedule C which were filed by Wangler in the United States Patent and Trademark Office based on its intent to use the corresponding mark unless a statement of verified use has been filed and any applications which are hereafter filed by Wangler based on its intent to use the corresponding mark.

#### 2. Rights and Remedies. The rights and remedies of RDC with respect to the

security interest granted hereby are without prejudice to and are in addition to those set forth in the Loan Agreement and the Security Agreement of even date between Wangler (as debtor) and RDC (as secured party) (the "General Security Agreement"), all terms and provisions of which are incorporated herein by reference.

3. Grant of Security Interest. To secure the complete and timely payment of any and all indebtedness of Wangler to RDC, whether any such indebtedness is now existing or hereafter incurred, of every kind and character, direct or indirect, and whether any such indebtedness is from time to time reduced and thereafter increased, or entirely extinguished and thereafter reincurred (collectively, the "Obligations"), Wangler hereby grants, pledges, assigns, transfers and conveys to RDC, a mortgage and continuing security interest and collateral assignment, among other things, in all of its right, title and interest now owned or hereinafter acquired whether by assignment or otherwise in and to:

- (a) All trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the goodwill of Wangler's business symbolized by the foregoing and connected therewith, and (iv) all of Wangler's rights corresponding thereto throughout the world (all of the foregoing collectively, the "Trademarks");
- (b) All license agreements with any other party entered into in connection with any Trademark or such other party's trademarks or trademark registrations or applications, whether Wangler is a licensor or licensee under any such license agreement including, without limitation, the license agreements listed on Schedule B and all tangible property covered by any of the licenses (collectively, the "Trademark Licenses"); and
- (c) Any and all proceeds of the foregoing including, without limitation, license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

All of the foregoing are collectively referred to as the "Collateral".

4. Representations and Warranties. As long as this Agreement remains in effect, Wangler covenants, represents and warrants that: (a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable; (b) Wangler has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and (c) Wangler has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

5. Restrictions on Future Agreements. Wangler will not, without RDC's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with this Agreement, and Wangler further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to RDC under this Agreement or the rights associated with the Collateral.

6. New Trademarks and Trademark Licenses. Wangler represents and warrants that, from and after the date of this Agreement (except for new Trademarks and Trademark Licenses as to which Wangler notifies RDC as set forth below): (a) the Trademarks listed on Schedule A include all of the material Trademarks owned or held by Wangler, (b) the Trademark Licenses listed on Schedule B include all of the material trademark license agreements under which Wangler is the licensee or licensor, (c) no liens, claims or security interests in any Collateral have been granted by Wangler to any Person other than RDC and to Manufacturers and Traders Trust Company and (d) the ITU Marks listed on Schedule C include all material applications filed by Wangler based on its intent to use the corresponding mark. If, prior to the termination of this Agreement, Wangler shall (i) obtain rights to any material Trademark or material ITU Mark, (ii) become entitled to the benefit of any material Trademark whether as licensee or licensor, or (iii) enter into any new material trademark license agreement, the provisions of this Agreement shall automatically apply thereto. Wangler shall give to RDC written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Wangler authorizes RDC upon notice to Wangler, to modify Schedule A, Schedule B and Schedule C to this Agreement in the name of and on behalf of Wangler without obtaining Wangler's signature to such modification in order to add any future right, title or interest in any Trademark, Trademark License or any ITU Mark acquired by Wangler. If prior to the termination of this Agreement, Wangler files a verified statement of use with respect to any ITU Mark or such ITU Mark becomes registered with the United States Patent and Trademark Office as a Trademark, the terms of this Agreement shall automatically apply without any further action on the part of Wangler or RDC (including, without limitation, the grant of a security interest by Wangler to RDC in all Trademarks related to such ITU Marks. Wangler grants RDC a power-of-attorney, irrevocable so long as the Loan Agreement and this Agreement are in existence, to modify this Agreement by amending Schedule A, Schedule B and Schedule C to include any such future Trademarks, Trademark Licenses or ITU Marks and to file all documentation RDC deems necessary in order to perfect against the Trademarks related to the ITU Marks.

7. Royalties. Wangler hereby agrees that the use by RDC of the Collateral as authorized hereunder in connection with RDC's exercise of its rights and remedies under the Loan Agreement and the General Security Agreement including, without limitation, the right to prepare for sale or distribution, sell, copy or distribute any and all inventory now or hereafter owned by Wangler, shall be coextensive with Wangler's rights thereunder and with respect thereto and without any liability for royalties or other related charges from RDC to Wangler.

8. Right to Inspect; Further Assignments and Security Interests. RDC may during normal business hours and upon reasonable advance notice (unless an Event of Default has occurred and is continuing, in which event no notice shall be required and RDC shall have access at any and all times) have access to, examine, audit, make copies (at Wangler's expense) and extracts from and inspect Wangler's premises and examine Wangler's books, records and operations relating to the Collateral. Wangler agrees not to sell or assign its interests in, or grant any license (except for licenses granted by Wangler in connection with agreements regarding the distribution of Wangler's products) under, the Collateral without the prior and express written consent of RDC.

9. Nature and Continuation of RDC's Security Interest; Termination of RDC's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Collateral and shall terminate only when the Loan has been indefeasibly paid in full in cash and the Loan Agreement has been terminated. When this Agreement has terminated, RDC shall promptly execute and deliver to Wangler, at Wangler's expense, all termination statements and other instruments as may be necessary or proper to terminate RDC's security interest in the Collateral, subject to any disposition thereof which may have been made by RDC pursuant to this Agreement or the Loan Agreement. This Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any payment of the Loan is rescinded or must otherwise be returned upon insolvency, bankruptcy or reorganization of Wangler, all as though such payment had not been made.

10. RDC's Rights and Duties. RDC shall not have any duty with respect to the Collateral. RDC shall not be under any obligation to take any steps necessary to preserve rights in the Collateral against any other party, but RDC may do so at its option from and after the occurrence of an Event of Default. From and after the occurrence and during the continuance of an Event of Default, RDC shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Trademark Licenses and, if RDC shall commence any such suit, Wangler shall, at the request of RDC, do any and all lawful acts and execute any and all proper documents required by RDC in aid of such enforcement. Wangler shall, upon demand, promptly reimburse RDC for all costs and expenses incurred by RDC in the exercise of its rights hereunder (including, without limitation, reasonable fees and expenses of attorneys for RDC).

11. Wangler's Duties. Wangler shall at its own expense (i) diligently prosecute all applications for renewals of the Trademarks in the United States Patent and Trademark Office and shall pay all fees and disbursements in connection therewith, (ii) not abandon any of the Trademarks that are or shall be necessary or economically desirable in the operation of Wangler's

business, and (iii) maintain in full force and effect the Trademarks and the Trademark Licenses that are or shall be necessary or economically desirable in the operation of Wangler's business.

12. Power of Attorney. Wangler hereby designates, appoints and constitutes RDC and any party designated by RDC as Wangler's true and lawful attorney-in-fact and authorizes RDC and any party designated by RDC, in Wangler's name, to take any and all appropriate action and to execute any agreement or instrument which RDC may deem necessary or advisable to accomplish the purposes of this Agreement and to carry out the terms of this Agreement including, without limitation, (i) to endorse Wangler's name on all applications, documents, papers and instruments necessary for RDC to use the Trademarks, or to grant or issue any exclusive or non-exclusive license under the Trademarks to any other party, (ii) to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark or any Trademark License to any party on commercially reasonable terms, (iii) to grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to any party on commercially reasonable terms and (iv) to take any other actions necessary or incidental to the powers granted to RDC in this Agreement or the Loan Documents. The foregoing power of attorney may only be exercised following the occurrence and during the continuation of an Event of Default. This power of attorney is coupled with an interest and is irrevocable by Wangler. Wangler hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Recordation of Trademark. Wangler agrees to register and record, and shall register and record with the United States Patent and Trademark Office, promptly after the execution of this Agreement, all Trademarks and Trademark Licenses listed on Schedule A and Schedule B that have not been registered or recorded with the United States Patent and Trademark Office as of the effective date of this Agreement.

14. Recordation of Agreement. An original signed copy of this Agreement and/or a short form version of this Agreement shall be recorded with the United States Patent and Trademark Office, and Wangler shall pay all costs and expenses (including filing fees and RDC's reasonable attorneys' fees) in connection therewith. In the event that it is discovered that any Trademarks or Trademark License on Schedule A and Schedule B has inadvertently not been registered or recorded, said Trademarks or Trademark License shall immediately be registered or recorded, and a memorandum or notice of a security interest therein shall be promptly recorded with the United States Patent and Trademark Office.

15. Notices. Any notice to be given to RDC or Wangler under this Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

16. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of Wangler, RDC and their respective successors and assigns; provided however, Wangler may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties under this Agreement without the prior express written consent of RDC. Any such purported assignment, transfer, hypothecation or other conveyance by Wangler without the prior

express written consent of RDC shall be void.

17. Complete Agreement; Modification of Agreement. This Agreement and the other Loan Documents constitute the complete agreement between the parties with respect to the subject matter hereof and thereof, supersede all prior agreements, commitments, understandings or inducements (oral or written, expressed or implied), and may not be modified, altered or amended except by a written agreement signed by RDC and Wangler.

18. No Waiver. Neither RDC's failure, at any time or times, to require strict performance by Wangler of any provision of this Agreement, nor RDC's failure to exercise, nor any delay in exercising, any right, power or privilege hereunder, (a) shall waive, affect or diminish any right of RDC thereafter to demand strict compliance and performance therewith, or (b) shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or future exercise thereof or the exercise of any other right, power or privilege. None of the undertakings, indemnities, agreements, warranties, covenants and representations of Wangler to RDC contained in this Agreement shall be deemed to have been suspended or waived by RDC, unless such waiver or suspension is by an instrument in writing signed by an officer or other authorized employee of RDC and directed to Wangler specifying such suspension or waiver (and then such waiver shall be effective only to the extent herein set forth), and RDC shall not, by any act (other than execution of a formal written waiver), delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder.

19. Severability. Wherever possible, each provision of the Loan Documents shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Section Titles. The section titles contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

21. Counterparts. This Agreement may be executed in any number of identical counterparts, which shall constitute an original and collectively and separately constitute a single instrument or agreement.

22. GOVERNING LAW; CONSENT TO JURISDICTION AND VENUE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE

UNITED STATES OF AMERICA. WANGLER HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF ERIE, STATE OF NEW YORK SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN WANGLER AND RDC PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT RDC AND WANGLER ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE RDC FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF RDC. WANGLER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND WANGLER HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. WANGLER HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO WANGLER AT THE ADDRESS SET FORTH IN THE LOAN AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF WANGLER'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAIL, PROPER POSTAGE PREPAID.

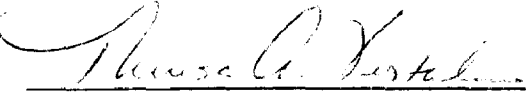
23. WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN RDC AND WANGLER ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.



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

WITNESS:

WANGLER, INCORPORATED



By: 

Eric J. Wangler,  
President

WITNESS:

BUFFALO AND ERIE COUNTY  
REGIONAL DEVELOPMENT  
CORPORATION

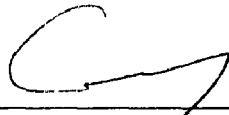


By: 

David W. Kerchoff  
Assistant Vice President

STATE OF NEW YORK     )  
                                  ) SS.:  
COUNTY OF ERIE         )

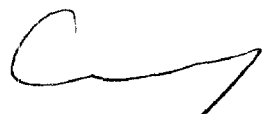
On the 27 day of August, in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared Eric J. Wangler, personally known to me or provided to me on the basis of satisfactory evidence to by the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

  
\_\_\_\_\_  
Notary Public

CHRISTOPHER J. HURLEY  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 7/31/05

STATE OF NEW YORK     )  
                                  ) SS.:  
COUNTY OF ERIE         )

On the 27 day of August, in the year 2001, before me, the undersigned, a Notary Public in and for said state, personally appeared David W. Kerchoff, personally known to me or provided to me on the basis of satisfactory evidence to by the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

  
\_\_\_\_\_  
Notary Public

CHRISTOPHER J. HURLEY  
Notary Public, State of New York  
Qualified in Erie County  
My Commission Expires 7/31/05

Schedule A

Schedule A to a Trademark Security Agreement dated as of August 27, 2001, by and between WANGLER, INCORPORATED and BUFFALO AND ERIE COUNTY REGIONAL DEVELOPMENT CORPORATION.

<u>Reg. No. or Application No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
850,959	Super-Tendermatic	USA	June 18, 1988
1,137,743	Jaccard Mini	USA	July 15, 1980
1,172,879	Jaccard	USA	October 13, 1981
1,216,431	It's Jaccardized	USA	November 16, 1982
741,005	Jaccard	China	April 21, 1995
1995/01979	Jaccard	Hong Kong	July 30, 1993
1,875,065	Jaccard Seal (9)	Japan	July 30, 1986
1,884,260	Jaccard Seal (9)	Japan	August 28, 1986
633,323	Jaccard (67)	Taiwan	February 16, 1994
189,610	Jaccard	Turkey	November 17, 1998

Schedule B

Schedule B to a Trademark Security Agreement dated as of August 27, 2001, by and between WANGLER, INCORPORATED and BUFFALO AND ERIE COUNTY REGIONAL DEVELOPMENT CORPORATION.

**LICENSES**

None

Schedule C

Intent to Use Marks

Schedule C to a Trademark Security Agreement dated as of August 27, 2001, by and between WANGLER, INCORPORATED and BUFFALO AND ERIE COUNTY REGIONAL DEVELOPMENT CORPORATION.

<u>Reg. No. or Application No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
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None