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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

Rennoc Corporation

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

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

2. Name and address of receiving party(ies)

Name: Citizens Bank of Pennsylvania

Internal Address:

Street Address: 3025 Chemical Road

Plymouth Meeting

City: State: PA Zip: 19462-1739

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State

Other: State Chartered Bank

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 10/24/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,792,708

Additional number(s) attached Yes No

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

Name: Carol A. Rader, Paralegal

Internal Address: c/o Wolf Block Schorr and Solis-Cohen, LLP

Street Address: 1650 Arch Street

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$40.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Gretchen M. Santamour, Esquire

Name of Person Signing

Signature

11/6/09

Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002611 FRAME: 0980

## ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES

**THIS ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES** is made this 24th day of October, 2002 by and among **RENNOC CORPORATION**, a New Jersey corporation ("**Assignor**"), and **CITIZENS BANK OF PENNSYLVANIA** ("**Assignee**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, agrees as follows:

1. **Assignment.** Assignor hereby fully assigns, transfers and conveys to Assignee, free and clear of all liens, claims and encumbrances of any kind, other than in favor of Assignee, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit "A", attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(b) servicemarks, trademarks, servicemark and trademark registrations, tradenames and trademark applications, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "B", attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(c) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, input and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or

written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "C" attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (c) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "**Copyrights**");

(d) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D" attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**"); and

(e) the goodwill of Assignor's business connected with and symbolized by the Trademarks.

2. **New Patents, Trademarks, Copyrights and Licenses.** Assignor represents and warrants that the Patents, Trademarks and Licenses listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, trademarks, copyrights, applications and licenses now owned by Assignor. Assignor hereby authorizes Assignee to modify this Assignment by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, trademark applications, tradenames, copyrights and licenses which are Patents, Trademarks, Copyrights or Licenses, as applicable, under Section 1 above on or before the date this Assignment is offered for recording.

3. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

4. **Warranty of Title.** Assignor hereby warrants to Assignee that the Patents, Trademarks, Copyrights, Licenses and all other items transferred herein are free and clear of all liens, claims and encumbrances of any kind except liens and security interests in favor of Assignee, and Assignor, for itself and its assigns, shall warrant and forever defend Assignee's title to the Patents, Trademarks, Copyrights, Licenses and other transferred assets from and against any and all persons or entities whatsoever.

5. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Assignee, its nominees, successors and assigns.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment the day and year first above written.

**RENNOC CORPORATION,**  
a New Jersey corporation

[CORPORATE SEAL]

By:   
William Moore, Co-Chief Executive Officer

**AGREED TO AND ACCEPTED BY:**

**CITIZENS BANK OF PENNSYLVANIA**

By:   
Walter J. Letts, Vice President

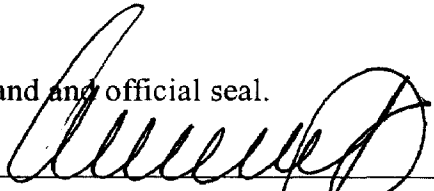
STATE OF NEW JERSEY

:  
: SS.  
:

COUNTY OF CUMBERLAND

On this, the 24th day of October, 2002, before me, a Notary Public, personally appeared William Moore and Michael Hess, who acknowledged themselves to be the Co-Chief Executive Officers of Rennoc Corporation, the New Jersey corporation named in the foregoing instrument and that they as such officers, being authorized to do so executed the foregoing instrument for the purposes therein contained in the name of such corporation by themselves as such officers.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
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Notary Public

My commission expires:

DOUGLAS J. GRANT  
Notary Public of New Jersey  
My Commission Expires March 16, 2004

**EXHIBIT "A"**

**TO**

**ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

**Patents**

**NONE**

**EXHIBIT "B"**

**TO**

**ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

**Trademarks**

"Rennoc" - Registration No. 1,792,708

Registration date - September 14, 1993

**EXHIBIT "C"**

**TO**

**PATENTS, TRADEMARKS, COPYRIGHTS  
AND LICENSES SECURITY AGREEMENT**

**Copyrights**

**NONE**



**EXHIBIT "D"**

**TO**

**ASSIGNMENT OF PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES**

**Licenses**

**NONE**

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**RECORDED: 11/07/2002**

**TRADEMARK  
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