

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
Penn Emblem Company		09/29/2005	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	Six PPG Place, Suite 820
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	COMPANY: PENNSYLVANIA

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2292329	COLOR-MATES
Registration Number:	2193268	COLORPRINT
Registration Number:	1976741	COMFORT TAPE
Registration Number:	2465328	EXPRESSPRINT
Registration Number:	2265322	INNOVATION IN IDENTIFICATION
Registration Number:	1087393	PENN BOND
Registration Number:	1985449	PENN BOND 2000
Registration Number:	2890793	PENN EMBLEM
Registration Number:	1617445	PENN SCAN
Registration Number:	1306169	PENN SEAL
Registration Number:	2680583	PENN SPORTS
Registration Number:	1358167	PENN TEXT
Serial Number:	76449159	PENNBLOC
Registration Number:	2636444	PENNBRITE

OP \$565.00 2292329

Registration Number:	2080074	PENNBROIDERY
Registration Number:	1754698	PENN-SOLV
Registration Number:	2726649	PENNSTITCH
Registration Number:	2637142	PENNTRANS
Serial Number:	76540545	PENNWALK
Registration Number:	1970136	PHOTO CARD
Registration Number:	1615546	ROUTESCAN
Registration Number:	2915513	THE PENN COMPANIES

CORRESPONDENCE DATA

Fax Number: (215)405-2574
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215-977-2574
Email: ssplaver@wolfblock.com
Correspondent Name: Stacy L. Splaver
Address Line 1: 1600 Arch Street
Address Line 2: 24th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Stacy L. Splaver
Signature:	/Stacy L. Splaver/
Date:	09/30/2005

Total Attachments: 14
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 29th day of September, 2005 by and between PENN EMBLEM COMPANY, a Pennsylvania corporation ("Assignor"), and CITIZENS BANK OF PENNSYLVANIA ("Bank").

BACKGROUND

A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and between Assignor and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the "Loan Agreement"), Bank agreed to extend to Assignor (i) a revolving line of credit in the maximum principal amount of Four Million Five Hundred Thousand Dollars (\$4,500,000.00) and (ii) a term loan in the original principal amount of Eight Hundred Eighty Seven Dollars (\$887,000.00).

B. The Loan Agreement provides, inter alia, that Assignor will grant to Bank a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications and registrations, tradenames, copyrights and licenses, and the goodwill associated therewith.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. **Incorporation of Loan Agreement.** The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. **Security Interest.**

(a) **Security Interest in Patents, Copyrights and Licenses.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, 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 (collectively, with items named in **Section 2(b)** below, the "Collateral"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications 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**";

(ii) 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, in-put 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 "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, 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**"); and

(iii) 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 "C"** 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**").

(b) **Security Interest in Trademarks.** To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, 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: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on **Exhibit "D"**, 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**").

3. **Restrictions on Future Agreements.** Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under

this Security Agreement or the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement.

4. **New Patents, Trademarks, and Licenses.** Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on **Exhibits "A", "B", "C" and "D"**, respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by Assignor. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of **Section 2** above shall automatically apply thereto and Assignor shall give to Bank prompt written notice thereof. Assignor hereby authorizes Bank to modify this Security Agreement by amending **Exhibit "A", "B", "C" and/or "D"**, as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under **Section 2** above or under this **Paragraph 4**. Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank's lien on such future Patents, Copyrights, Licenses or Trademarks.

5. **Royalties; Term.** Assignor hereby agrees that the use by Bank of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Bank to Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.

6. **Bank's Right to Inspect.** Bank shall have the right, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations. Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Bank, which shall not be unreasonably withheld; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products in any material manner without Bank's express written consent; and (d) to provide Bank, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** This Security Agreement is made for collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Bank shall execute and deliver to Assignor a termination of Bank's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter that are used

or useful in the conduct of Assignor's business until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights that are used or useful in the conduct of Assignor's business. Any expenses incurred in connection with such applications shall be borne by Assignor. Assignor will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright which are used or useful in the conduct of Assignor's business without the prior consent of the Bank.

9. **Event of Default.** Upon the occurrence and during the continuance of an Event of Default, Bank may, without further notice to or consent of Assignor, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignor of all rights, title and interest of Assignor, in and to the Collateral. Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in **Section 14** hereof, upon the occurrence of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.

10. **Bank's Right to Sue.** If Borrower fails to do so within fifteen (15) days of written request by Bank, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this **Section 10**.

11. **Waivers.** No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this Security Agreement 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 Security Agreement in any jurisdiction.

13. **Modification.** This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 4** hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Bank's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses,

whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) upon the occurrence of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in **Section 4**. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

15. **Binding Effect; Benefits.** This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.

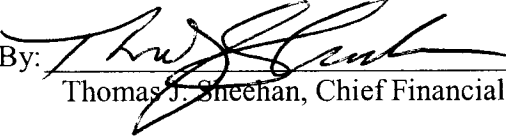
16. **Governing Law.** This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

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

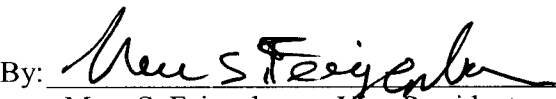
ASSIGNOR

PENN EMBLEM COMPANY

By: 
Thomas J. Sheehan, Chief Financial Officer


BANK

CITIZENS BANK OF PENNSYLVANIA

By: 
Marc S. Feigenbaum, Vice President

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF PHILADELPHIA :

On this 29th day of September, 2005, before me, a Notary Public, personally appeared Thomas J. Sheehan, who acknowledged himself/herself to be the duly acting Chief Financial Officer of **PENN EMBLEM COMPANY**, a Pennsylvania corporation and that he/she as such Chief Financial Officer, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Assignor.

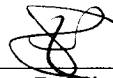


Notary Public
My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF PHILADELPHIA :

On this 29th day of September, 2005, before me, a Notary Public, personally appeared Marc S. Feigenbaum, who acknowledged himself/herself to be a duly acting Vice President of **CITIZENS BANK OF PENNSYLVANIA** and that he/she as such Vice President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Assignor.



Notary Public

My Commission Expires:

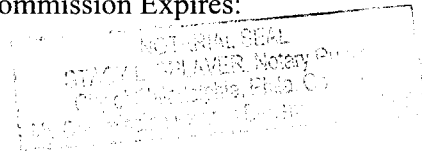


EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Title	Patent No./Pub. No. Issue Date/Fil. Date
Emblem Having Calendered Fabric Layer	6,653,249 November 25, 2003

EXHIBIT "B"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Title	Registration No. /Registration Date
Thermopress heat-seal machine: operation & maintenance manual	TXu-189-934 January 15, 1985

EXHIBIT "C"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

- 1) Non-exclusive and revocable license under that certain Agreement by and between Penn Emblem Company and Sawgrass Systems, Inc. dated November 25, 2002.
- 2) Revocable right to use trademarks and trade names under that certain Agreement by and between Penn Emblem Company and Paxar Corporation dated August 1, 1999.

EXHIBIT "D"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Trademark	Reg. No./Reg Date
COLOR MATES	2,292,329 16-Nov-1999
COLORPRINT	2,193,268 06-Oct-1998
COMFORT TAPE	1,976,741 28-May-1996
EXPRESSPRINT	2,465,328 03-Jul-2001
INNOVATION IN IDENTIFICATION	2,265,322 27-Jul-1999
PENN BOND	1,087,393 14-Mar-1978
PENN BOND 2000	1,985,449 09-Jul-1996
PENN EMBLEM	2,890,793 05-Oct-2004
PENN SCAN	1,617,445 16-Oct-1990
PENN SEAL	1,306,169 20-Nov-1984
PENN SPORTS	2,680,583 28-Jan-2003

Trademark	Reg. No./Reg Date
PENN TEXT	1,358,167 03-Sep-1985
PENNBLOC	App. No. 76/449,159 App. Date 13-Sep-2002
PENN BRITE	2,636,444 15-Oct-2002
PENNBROIDER Y	2,080,074 15-Jul-1997
PENN-SOLV	1,754,698 02-Mar-1993
PENNSTITCH	2,726,649 17-Jun-2003
PENNTRANS	2,637,142 15-Oct-2002
PENNWALK	App. No. 76/540,545 App.Date 14-Aug-2003
PHOTOCARD	1,970,136 23-Apr-1996
ROUTESCAN	1,615,546 02-Oct-1990
THE PENN COMPANIES	2,915,513 04-Jan-2005

FOREIGN TRADEMARKS

Trademark	Reg. No/ Reg. Date	Country
COMFORT TAPE	506307 11-Jan-1999	Canada
PENN BOND	477772 13-Jun-1997	Canada

PENN COLOR PRINT SYSTEMS	737543 24-Jun-1997	Australia
PENN COLOR PRINT SYSTEMS	491870 27-Mar-1998	Canada
PENN COLOR PRINT SYSTEMS	97683157 28-Nov-1997	France
PENN COLOR PRINT SYSTEMS	2136167 19-Dec-1997	United Kingdom
PENN SCAN	493250- 20-Apr-1998	Canada
PENNBROIDERY	475557- 30-Apr-1997	Canada
PHOTO CARD	529568 20-Jun-2000	Canada
ROUTESCAN	398959 05-Jun-1992	Canada