

11-08-2005



103116115

RECC  
TF

To the Director of the U. S. Patent and Trade

Submit the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Buckwing Products, Inc.  
2300 Eberhard Road  
Whitehall, PA 18052

- Individual(s)
- General Partnership
- Corporation- State: Pennsylvania
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) October 31, 2005

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Susquehanna Patriot Bank

Internal

Address: \_\_\_\_\_

Street Address: 115 E. High Street

City: Pottstown

State: Pennsylvania

Country: USA Zip: 19464

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Institution Citizenship \_\_\_\_\_

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

SEE ATTACHED

B. Trademark Registration No.(s)

SEE ATTACHED

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

SEE ATTACHED

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

Name: Starfield & Smith, P.C.

Internal Address: \_\_\_\_\_

Street Address: 501 Office Center Drive  
Suite 350

City: Fort Washington

State: Pennsylvania Zip: 19034

Phone Number: 215-542-7070

Fax Number: 215-542-0723

Email Address: esmith@starfieldsmith.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Glenn H. Lindaman  
Signature

October 31, 2005  
Date

Glenn H. Lindaman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents

11

11/07/2005 0000011 2411605  
EQUIPER  
01 FC:6521  
02 FC:6522

**SCHEDULE B**

To the Patent and Trademark Security Agreement

Debtor: Buckwing Products, Inc.

**U.S. Trademarks of Debtor**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Mark</b>
2,411,605	December 5, 2000	Buckwing Products, Inc.	Expander
1,984,803	July 2, 1996	Buckwing Products, Inc.	Sagfree
2,095,211	September 9, 1997	Buckwing Products, Inc.	Saveyur
1,448,514	July 21, 1987	Buckwing Products, Inc.	Porta Roof
2,582,950	June 18, 2002	Buckwing Products, Inc.	Lifelite
2,696,759	March 11, 2003	Buckwing Products, Inc.	Strut'N Jake
2,635,424	October 15, 2002	Buckwing Products, Inc.	BuckWing

**Pending U.S. Trademark Applications of Debtor**

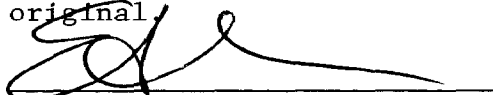
<b>Application No.</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Mark</b>

TRADEMARK



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I certify this document to be a true and correct copy of the original.



## PATENT AND TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of October 31, 2005 between Buckwing Products, Inc., a Pennsylvania corporation (the "Debtor"), and Susquehanna Patriot Bank, a Pennsylvania Financial Institution (the "Secured Party") with an address of 115 E. High Street, Pottstown, PA 19464.

Debtor and Secured Party hereby agree as follows:

### SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement or other security documents referred to therein.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Loan Agreement" means that certain Loan Agreement, dated as of the date hereof, between Debtor and Secured Party.

"Obligations" means those certain Obligations assumed by the Debtor according to the terms of the Loan Agreement and security documents referred to therein.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Pennsylvania.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

### SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Obligations, Debtor hereby assigns, transfers and conveys to Secured Party, and grants to Secured Party a security interest in and mortgage to, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

TRADEMARK

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(i) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule B), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the properties and assets mentioned in Section 2(a)(ii), above;

(iv) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(v) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Debtor, in whole or in part, is set forth in Schedule A.

(b) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule B.

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**SECTION 5. Further Acts.** On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

**SECTION 6. Authorization to Supplement.**



(a) If Debtor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new patent rights. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

(b) If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party to modify this Agreement by amending Schedule B to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule B shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule B.

**SECTION 7. Binding Effect.** This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement or other security documents referred to therein.

**SECTION 8. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the law of the State of Pennsylvania, except as required by mandatory provisions of law or to the extent the perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Pennsylvania.

**TRADEMARK**

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SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedule hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered via certified mail or overnight delivery in accordance with the following:

If to Debtor:                   Buckwing Products, Inc.  
  2300 Eberhard Road  
  Whitehall, PA 18052  
  Attn: Glenn H. Lindaman

**TRADEMARK**



**REEL: 003248 FRAME: 0970**

*With a copy to*

Thomas J. Turczyn, Esq.  
Turczyn Law Offices  
1711 Hamilton Street  
Allentown, PA 18104

If to Secured Party: Susquehanna Patriot Bank  
High and Hanover Streets  
Pottstown, PA 19464  
Attn: Lynn Ozer

*With a copy to*

David W. Starfield, Esq.  
Starfield & Smith, PC  
501 Office Center Drive, Suite 350  
Fort Washington, PA 19034

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

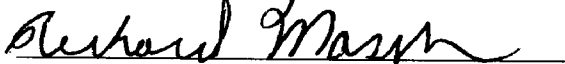
Buckwing Products, Inc., a Pennsylvania corporation

By:

  
Glenn H. Lindaman, President

Susquehanna Patriot Bank, a Pennsylvania Financial Institution

By:

  
Richard Mason, Vice President

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**SCHEDULE A**

To the Patent and Trademark Security Agreement

Debtor: Buckwing Products, Inc.

**Issued U.S. Patents of Debtor**

<b>Patent No.</b>	<b>Issue Date</b>	<b>Title</b>
US 6,520,193 B2	February 18, 2003	Umbrella with Vents on the Umbrella Cloth for Venting Wind
4,458,707	July 10, 1984	Sportsman's Portable Roof
Des. 395,158	June 16, 1998	Sock with Receptacle for Shin Guard
Des. 377,265	January 14, 1997	Sock with Fastener
Des. 362,957	October 10, 1995	Sock with Fastener
5,742,945	April 28, 1998	Sock with Shin Guard Fastener
Des. 388,245	December 30, 1997	Tube Sock with Fastener
Des. 394,543	May 26, 1998	Sock with Ankle Strap
Des. 378,949	April 29, 1997	Sock with Loop and Pile Fastener and Fold over top
US 6,205,935 B1	March 27, 2001	Bolt-Mounted Shelf for use with Hunters' Tree Stand
US 6,216,382 B1	April 17, 2001	Supporting Expander for Collapsible Hunting Decoys
US 6,481,147 B2	November 19, 2002	Hunting Decoy Assembles
US D467,440 S	December 24, 2002	Hunter's Seat with Webbed Frame and Uneven Articulated legs
US D477,923 S	August 5, 2003	Webbed Hunter's Seat with Folding Legs
US D477,922 S	August 5, 2003	Webbed Hunter's Seat with Folding Length-Adjustable Legs
6,092,322	July 25, 2000	Decoy with Moving Body Parts

**Pending U.S. Patent Applications of Debtor**

<b>Serial No.</b>	<b>Filing Date</b>	<b>Title</b>
7375-41 (D5050-00043)	January 20, 2004	Anti-Fogging Hunter's Camouflage Veil

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REEL: 003248 FRAME: 0972



**SCHEDULE B**

To the Patent and Trademark Security Agreement

Debtor: Buckwing Products, Inc.

**U.S. Trademarks of Debtor**

<b>Registration No.</b>	<b>Registration Date</b>	<b>Registered Owner</b>	<b>Mark</b>
2,411,605	December 5, 2000	Buckwing Products, Inc.	Expander
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2,582,950	June 18, 2002	Buckwing Products, Inc.	Lifelite
2,696,759	March 11, 2003	Buckwing Products, Inc.	Strut'N Jake
2,635,424	October 15, 2002	Buckwing Products, Inc.	BuckWing

**Pending U.S. Trademark Applications of Debtor**

<b>Application No.</b>	<b>Filing Date</b>	<b>Applicant</b>	<b>Mark</b>