

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment and Modification to Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Samson Rope Technologies, Inc.		06/05/2009	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	Citizens Bank of Pennsylvania
Street Address:	3025 Chemical Road
Internal Address:	Citizens Gateway Center, Suite 300
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	Savings Bank: PENNSYLVANIA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	710762	PNX
Registration Number:	1738384	
Serial Number:	77291223	DEEP COOL
Serial Number:	77291217	SMARTCORE
Serial Number:	77512100	SMART ROPE

CORRESPONDENCE DATA

Fax Number: (215)564-8120
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-564-8023
 Email: kgibson@stradley.com
 Correspondent Name: Kimberlee Knopf
 Address Line 1: 2600 One Commerce Square
 Address Line 2: Stradley Ronon Stevens & Young, LLP
 Address Line 4: Philadelphia, PENNSYLVANIA 19103-7098

900138240

**TRADEMARK
 REEL: 004019 FRAME: 0348**

CH \$140.00 710762

ATTORNEY DOCKET NUMBER:	184880-0014
NAME OF SUBMITTER:	Kimberlee Knopf
Signature:	/KSK/
Date:	07/09/2009
Total Attachments: 7 source=Samson Rope #page1.tif source=Samson Rope #page2.tif source=Samson Rope #page3.tif source=Samson Rope #page4.tif source=Samson Rope #page5.tif source=Samson Rope #page6.tif source=Samson Rope #page7.tif	

**FIRST AMENDMENT AND MODIFICATION
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "**Amendment**") is made effective as of the 5th day of June, 2009, by and among **SAMSON ROPE TECHNOLOGIES, INC.**, a Washington corporation ("**Assignor**") and **CITIZENS BANK OF PENNSYLVANIA** (the "**Bank**").

BACKGROUND

A. Pursuant to that certain Loan and Security Agreement dated as of November 30, 2007 by and between Assignor and Bank (as amended by that certain First Amendment to Loan Agreement (defined below), as the same may hereafter be further amended, modified, supplemented or restated from time to time, being referred to herein as the "**Loan Agreement**"), Bank agreed, *inter alia*, to extend to Assignor certain credit facilities.

B. In connection with the Loan Agreement, Assignor and Bank entered into, *inter alia*, that certain Intellectual Property Security Agreement dated as of November 30, 2007 (as amended, modified, supplemented or restated from time to time, being referred to herein as the "**IP Security Agreement**") pursuant to which Assignor granted to Bank a security interest and first priority lien upon all of Assignor's then owned and/or existing and filed or thereafter acquired or arising and filed right, title and interest in and to the IP Collateral (as defined in the IP Security Agreement). The IP Security Agreement was recorded with the United States Patent and Trademark Office on December 6, 2007, at Docket Number CIT078-246158, Reel/Frame 003673/0264.

C. In connection with that certain First Amendment and Modification to Loan Agreement by and among the Assignor and the Bank dated the date hereof (the "**First Amendment to Loan Agreement**"), certain schedules to the Loan Agreement were updated including, without limitation, Schedule 6.18 - Intellectual Property. Pursuant to this updated Schedule 6.18 - Intellectual Property, Assignor has identified IP Collateral of the Assignor acquired, arising and filed after November 30, 2007 or otherwise omitted from the IP Security Agreement (collectively, the "**Additional IP Collateral**") and the Assignor and the Bank have agreed to update, amend and modify the IP Security Agreement, as provided under Section 4 of the IP Security Agreement, to reflect and include the Additional IP Collateral as IP Collateral, in accordance with the terms and conditions contained herein, in the IP Security Agreement and in the Loan Agreement.

D. All capitalized terms contained herein and not otherwise defined herein shall have the meanings set forth for such terms in the IP Security Agreement.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. **Supplements to Schedules.** Effective as of the date hereof, **Exhibit "A"** and **Exhibit "B"** to the IP Security Agreement are hereby supplemented with **Exhibit "A[1]"** and **Exhibit "B[1]"**, respectively, in the forms of Exhibit "A" Exhibit "B" to this Amendment, in order to incorporate the Additional IP Collateral as IP Collateral, under the IP Security Agreement.

2. **Definition of IP Collateral.** The definition of IP Collateral set forth in **Section 2.(a)** of the IP Security Agreement shall be deemed to include, without limitation, the "**Additional IP Collateral**" as defined in this Amendment.

3. **Amendment/References.** The IP Security Agreement is hereby amended to be consistent with the terms of this Amendment. All references in the Loan Agreement and the Loan Documents to the "IP Security Agreement" shall mean the IP Security Agreement as amended hereby.

4. **Inconsistencies.** To the extent of any inconsistencies between the terms and conditions of this Amendment and the terms and conditions of the IP Security Agreement, the terms and conditions of this Amendment shall prevail. All terms and conditions of the IP Security Agreement not inconsistent herewith shall remain in full force and effect and are hereby ratified and confirmed by Assignor.

5. **Binding Effect.** This Amendment, upon due execution hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

7. **Severability.** The provisions of this Amendment are deemed to be severable, and the invalidity or unenforceability of any provision shall not affect or impair the remaining provisions which shall continue in full force and effect.

8. **Modifications.** No modification of this Amendment shall be binding or enforceable unless in writing and signed by or on behalf of the party against whom enforcement is sought.

9. **Headings.** The headings of the Articles, Sections, paragraphs and clauses of this Amendment are inserted for convenience only and shall not be deemed to constitute a part of this Amendment.


10. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute the same agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be executed the day and year first above written.

ASSIGNOR:

SAMSON ROPE TECHNOLOGIES, INC.

By: 
Name/Title: Timothy J. Dwyer / Vice
President

BANK:

CITIZENS BANK OF PENNSYLVANIA

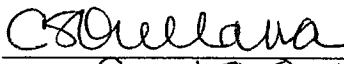
By: 
Name/Title: Carol S. Crellana / Vice
President

EXHIBIT "A"
TO
FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "A[1]"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Additional Patents

<u>US Patent #</u>	<u>Title</u>
7,367,176	Wrapped Yarns for Use in Ropes Having Predetermined Surface Characteristics "Wrapped Yarns"
7,389,973	Tensioning Systems and Methods for Line Spooling "Tensioning Device"
7,437,869	High Temperature Resistant Rope Systems and Methods "Fire Resistant Rope"

Additional Patent Applications

US Serial no.	Title	Filing Date
12/154,072	Rope Systems and Methods Employing Composite Strands "Pultrusion Rods Tech"	5/19/2008
60/495,567	Systems and Methods of Splicing Tightly Braided Rope Overlay to Core Rope Structure "Chafe Protection Installation"	8/15/2003
Provisional Serial No. 61/127,881	Line Structure for Marine Use in Contaminated Environments "Anchor Line Mud Floor"	5/16/2008
Provisional Serial No. 61/130,986	Synthetic Rope Formed of Blend Fibers "Fiber Blend"	6/24/2008
Provisional Serial No. 61/093,282	Intermediate Braid for Multi-Core Rope Splicing	8/29/2008
Provisional Serial No. 61/109,235	Rope Systems and Methods Having Improved Fluid Dynamic Operating Characteristics	10/29/2008

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EXHIBIT "B"
TO
FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT "B[1]"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Additional Trademarks

<u>Mark</u>	<u>Country</u>	<u>Registration No./Application No.</u>	<u>Reg./Application Date</u>
PNX*	USA	710762	2/7/1961
Design*	USA	1,738,384	12/8/1992
Red and Green Rope Design*	NEW ZEALAND	221,668	7/17/1998
Red and Green Variegated Design*	NEW ZEALAND	221,669	7/17/1998
Red and Green Markers Design*	CHILE	590,723	2/22/2001 (renewal)
SAMSON	UNITED KINGDOM	1,233,321	1/20/1989
SAMSON & LION DESIGN	JAPAN	902,038	6/15/1971
DEEP COOL	USA	77/291,223	Pending – Filed 9/28/2007
SMARTCORE	USA	77/291,217	Pending – Filed 9/28/2007
SAMSON & LION DESIGN	Madrid Protocol	Pending	Pending – Filed 7/1/2008
SMART ROPE	USA	77/512,100	Pending – Filed 7/1/2008
SMART ROPE	CANADA	Pending	Pending – Filed 7/8/2008

***Assignor's current intent is to allow the registration of the designated marks to expire without renewal**