USPTO

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To the Director of fite U. S. Pistent 103582184	·	U.S. DEPARTMENT OF COMM United States Patent and Trademark
To the Director of the U. S. Patent 103582184 Additional names, addresses, or cubaniship attached? Name: First Savings Bank of Perkasie Internal Actor: Julia Soumese Address: 10 South Ninth St., P.O. B City. Parkasie Corporation? Size. City Other 1inited 1initity companies City Parkasie City Parkasie City Parkasie Country, USA Zip; 18944 Additional names of corveying parties attached? Yes [No Country, USA Zip; 18944 Additional names of corveying parties attached? Yes [No Country, USA Zip; 18944 Additional names of corveying parties attached? Yes [No Country, USA Zip; 18944 Assignment Marget Security Agreement Change of Name Change of	s and JOSEPH AND THE SECOND OF	
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Individual(s)	Fastech Integrated Solutions, LLC;	· · · · · · · · · · · · · · · · · · ·
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RECORDATION FORM COVER SHEET - TRADEMARKS ONLY

Page 2

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

TRADEMARKS

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FIRST SAVINGS BANK OF PERKASIE

COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Collateral Assignment and Security Agreement ("Assignment") is made as of November ____, 2009 by and between FASTECH INVESTMENT GROUP, LLC, a Delaware limited liability company with its registered address of 3500 South Dupont Highway, Dover, Delaware, 19901; FASTECH INTEGRATED SOLUTIONS, LLC, a Delaware limited liability company with its registered address of 3500 South Dupont Highway, Dover, Delaware, 19901; FASTECH TRANSCEND, LLC, a Delaware limited liability company with its registered address of 2711 Centerville Road, Suite 400, Wilmington, Delaware, 19808 and FASTECH ASERDIV, LLC, a Delaware limited liability company with its registered address of 3500 South Dupont Highway, Dover, Delaware, 19901 (jointly and severally ("Assignor"), and FIRST SAVINGS BANK OF PERKASIE, a Pennsylvania banking corporation with mailing address of 219 South Ninth Street, P. O. Box 176, Perkasie, Pennsylvania 18944 ("Assignee").

RECITALS

- A. Assignee has agreed to lend to Assignor certain funds (the "Loan"), pursuant to a Line of Commitment and Line of Credit Agreement bearing even date herewith between Assignor and Assignee (as amended from time to time, the "Master Loan Agreement") and Assignor desires to borrow such funds from Assignee.
- B. In order to induce Assignee to make the Loan, Assignor has agreed to assign certain intangible property to Assignee for purposes of securing the obligations of Assignor to Assignee.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. Assignment, Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Assignor's present or future indebtedness, obligations and liabilities to Assignee, Assignor hereby assigns, transfers, conveys and grants a security interest and mortgage to Assignee, as security, but not as an ownership interest, in and to Assignor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):
- (a) All of present and future United States registered copyrights and copyright registrations, including, without limitation, the registered copyrights listed in Exhibit A-1 to this Assignment (and including all of the exclusive rights afforded a copyright registrant in the United States under 17 U.S.C. ss.106 and any exclusive rights which may in the future arise by act of Congress or otherwise) and all present and future applications for copyright registrations (including applications for copyright registrations of derivative works and compilations) (collectively, the "Registered Copyrights"), and any and all royalties, payments, and other amounts payable to Assignor in connection with the Registered Copyrights, together with all renewals and extensions of the Registered Copyrights, the right to recover for all past, present, and future infringements of the Registered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Registered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto.

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- (b) All present and future copyrights which are not registered in the United States Copyright Office (the "Unregistered Copyrights"), whether now owned or hereafter acquired, and any and all royalties, payments, and other amounts payable to Assignor in connection with the Unregistered Copyrights, together with all renewals and extensions of the Unregistered Copyrights, the right to recover for all past, present, and future infringements of the Unregistered Copyrights, and all computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Unregistered Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto. The Registered Copyrights and the Unregistered Copyrights collectively are referred to herein as the "Copyrights."
- (c) All right, title and interest in and to any and all present and future license agreements with respect to the Copyrights, including without limitation the license agreements listed in Exhibit A-3 to this Assignment (the "Licenses").
- (d) All present and future accounts, royalties receivable, license fees receivable, accounts receivable and other rights to payments owing to Assignor arising from, in connection with or relating to the sale, licensing or other disposition of the Copyrights (collectively, "Receivables").
- (e) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;
- (f) Any and all design rights which may be available to Assignor now or hereafter existing, created, acquired or held;
- (g) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");
- (h) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");
- (i) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (j) All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (k) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

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All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

THE INTEREST IN THE COLLATERAL BEING ASSIGNED HEREUNDER SHALL NOT BE CONSTRUED AS A CURRENT ASSIGNMENT, BUT AS A CONTINGENT ASSIGNMENT TO SECURE ASSIGNOR'S OBLIGATIONS TO ASSIGNEE UNDER THE MASTER LOAN AGREEMENT.

- Authorization and Request. Assignor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.
- Covenants and Warranties. Assignor represents, warrants, covenants and agrees as follows:
- Assignor is now the sole owner of the Collateral, except for nonexclusive licenses granted by Assignor to its customers in the ordinary course of business.
- Listed on Exhibits A-1 are all registered copyrights owned by (b) Assignor, in which Assignor has an interest, or which are used in Assignor's business.
- Performance of this Assignment does not conflict with or result in a (C) breach of any agreement to which Assignor is bound, except to the extent that certain intellectual property agreements prohibit the assignment of the rights thereunder to a third party without the licensor's or other party's consent and this Assignment constitutes an assignment.
- During the term of this Assignment, Assignor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Assignor in the ordinary course of business or as set forth in this Assignment or Permitted Liens (as defined and provided for in the Master Loan Agreement) or liens, security interests or encumbrances in favor of NEWSPRING MEZZANINE CAPITAL, L.P. provided any such liens, security interests or encumbrances shall be subordinated in payment and lien priority to the liens, security interests and encumbrances of Assignee in accordance with the terms and conditions of the Intercreditor Agreement referred to under Paragraph 3(c)(ii) of the Master Loan Agreement.
- Each of the Patents are valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party.
- Assignor shall promptly advise Assignee of any material adverse change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Assignor in or to any Trademark, Patent or Copyright not specified in this Assignment.
- Assignor shall not allow any Trademarks, Patents, or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Assignee, which shall not be unreasonably withheld unless Assignor determines that reasonable business practices suggest that abandonment is appropriate.

- (j) Assignor shall, from time to time, execute and file such other instruments, and take such further actions as Assignee may reasonably request from time to time to perfect or continue the perfection of Assignee's interest in the Collateral.
- (k) This Assignment creates, and in the case of after-acquired Collateral, this Assignment will create at the time Assignor first has rights in such after-acquired Collateral, in favor of Assignee a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Master Loan Agreement upon making the filings referred to in clause (I) below.
- (I) To its knowledge, except for, and upon, (i) the filing of UCC-1 financing statements naming each Assignor entity as the debtor and Assignee as the secured party and describing the Collateral as the collateral indicated on such financing statement filed in each Assignor entity's jurisdiction of organization and (ii) the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks and the Register of Copyrights with respect to the Copyrights necessary to perfect the security interests and assignment created hereunder and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Assignment by Assignor in the United States or (ii) for the perfection in the United States or the exercise by Assignee of its rights and remedies thereunder.
- (m) All information heretofore, herein or hereafter supplied to Assignee by or on behalf of Assignor with respect to the Collateral is accurate and complete in all material respects.
- (n) Assignor shall not enter into any agreement that would materially impair or conflict with Assignor's obligations hereunder without Assignee's prior written consent, which consent shall not be unreasonably withheld. Assignor shall not permit the inclusion in any material contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Assignor's rights and interest in any property included within the definition of the Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts.
- (o) Upon any executive officer of Assignor obtaining actual knowledge thereof, Assignor will promptly notify Assignee in writing of any event that materially adversely affects the value of any material Collateral, the ability of Assignor to dispose of any material Collateral or the rights and remedies of Assignee in relation thereto, including the levy of any legal process against any of the Collateral.
- 4. <u>Assignee's Rights.</u> Assignee shall have the right, but not the obligation, to take, at Assignor's sole expense, any actions that Assignor is required under this Assignment to take but which Assignor fails to take, after fifteen (15) days' written notice to Assignor. Assignor shall reimburse and indemnify Assignee for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this section 4.
 - Further Assurances; Attorney in Fact.

- Assignor will, subject to any prior licenses, encumbrances and (a) restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademarks Office and the Register of Copyrights, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Assignee, to perfect Assignee's security interest in all Copyrights, Patents and Trademarks and otherwise to carry out the intent and purposes of this Collateral Assignment, or for assuring and confirming to Assignee the grant or perfection of a security interest in all Collateral.
- Upon an Event of Default, Assignor hereby irrevocably appoints Assignee as Assignor's attorney-in-fact, with full authority in the place and stead of Assignor and in the name of Assignor, Assignee or otherwise, from time to time in Assignee's discretion, upon Assignor's failure or inability to do so, to take any action and to execute any instrument which Assignee may deem necessary or advisable to accomplish the purposes of this Collateral Assignment, including:
- To modify, in its sole discretion, this Collateral Assignment (i) without first obtaining Assignor's approval of or signature to such modification by amending Exhibit A-1, Exhibit A-2, Exhibit B and Exhibit C, thereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Assignor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Assignor no longer has or claims any right, title or interest; and
- To file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Assignor here permitted by law.
- Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Assignment:
 - An Event of Default occurs under the Master Loan Agreement; or (a)
- Assignor breaches any warranty or agreement made by Assignor in (b) this Assignment.
- Remedies. Upon the occurrence and continuance of an Event of Default, 7. Assignee shall have the right to exercise all the remedies of a secured party under the Pennsylvania Uniform Commercial Code, including without limitation the right to require Assignor to assemble the Collateral and any tangible property in which Assignee has a security interest and to make it available to Assignee at a place designated by Assignee. Assignee shall have a nonexclusive, royalty free license to use the Copyrights, Patents and Trademarks to the extent reasonably necessary to permit Assignee to exercise its rights and remedies upon the occurrence of an Event of Default. Assignor will pay any expenses (including reasonable attorney's fees) incurred by Assignee in connection with the exercise of any of Assignee's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Assignee's rights and remedies with respect to the Collateral shall be cumulative.
- Assignor agrees to defend, indemnify and hold harmless Indemnity. Assignee and its officers, employees, and agents against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions

contemplated by this Assignment; and (b) all losses or expenses in any way suffered, incurred, or paid by Assignee as a result of or in any way arising out of, following or consequential to transactions between Assignee and Assignor, whether under this Assignment or otherwise (including without limitation, reasonable attorneys fees and reasonable expenses), except for losses arising from or out of Assignee's gross negligence or willful misconduct.

- 9. <u>Release</u>. At such time as Assignor shall completely satisfy all of the obligations secured hereunder, Assignee shall execute and deliver to Assignor all assignments and other instruments as may be reasonably necessary or proper to terminate Assignee's security interest in the Collateral, subject to any disposition of the Collateral which may have been made by Assignee pursuant to this Assignment. For the purpose of this Assignment, the obligations secured hereunder shall be deemed to continue if Assignor enters into any bankruptcy or similar proceeding at a time when any amount paid to Assignee could be ordered to be repaid as a preference or pursuant to a similar theory, and shall continue until it is finally determined that no such repayment can be ordered.
- 10. <u>No Waiver.</u> No course of dealing between Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power, or privilege under this Assignment or under the Master Loan Agreement or any other agreement, shall operate as a waiver. No single or partial exercise of any right, power, or privilege under this Assignment or under the Master Loan Agreement or any other agreement by Assignee shall preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege by Assignee.
- 11. <u>Rights Are Cumulative</u>. All of Assignee's rights and remedies with respect to the Collateral whether established by this Assignment, the Master Loan Agreement, or any other documents or agreements, or by law shall be cumulative and may be exercised concurrently or in any order.
- 12. <u>Course of Dealing</u>. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 13. <u>Attorneys' Fees.</u> If any action relating to this Assignment is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.
- 14. Amendments. This Assignment may be amended only by a written instrument signed by both parties hereto. To the extent that any provision of this Assignment conflicts with any provision of the Master Loan Agreement, the provision giving Assignee greater rights or remedies shall govern, it being understood that the purpose of this Assignment is to add to, and not detract from, the rights granted to Assignee under the Master Loan Agreement. This Assignment, the Master Loan Agreement, and the documents relating thereto comprise the entire agreement of the parties with respect to the matters addressed in this Assignment.
- 15. <u>Severability</u>. The provisions of this Assignment are severable. If any provision of this Assignment is held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such provision, or part thereof, in such jurisdiction, and shall not in any manner affect such provision or part thereof in any other jurisdiction, or any other provision of this Assignment in any jurisdiction.

- 16. Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.
- 17. Pennsylvania Law and Jurisdiction. This Assignment shall be governed by the laws of the Commonwealth of Pennsylvania, without regard for choice of law provisions. Assignor and Assignee consent to the nonexclusive jurisdiction of any state or federal court located in Bucks County, Pennsylvania.
- Confidentiality. In handling any confidential information, Assignee shall exercise the same degree of care that it exercises with respect to its own proprietary information of the same types to maintain the confidentiality of any non-public information thereby received or received pursuant to this Assignment except that the disclosure of this information may be made (i) to the affiliates of the Assignee, (ii) to prospective transferees or purchasers of an interest in the obligations secured hereby, provided that they have entered into a comparable confidentiality agreement in favor of Assignor and have delivered a copy to Assignor, (iii) as required by law, regulation, rule or order, subpoena, judicial order or similar order and (iv) as may be required in connection with the examination, audit or similar investigation of Assignee.
- WAIVER OF RIGHT TO JURY TRIAL. ASSIGNEE AND ASSIGNOR EACH HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO: (I) THIS ASSIGNMENT; OR (II) ANY OTHER PRESENT OR FUTURE INSTRUMENT OR AGREEMENT BETWEEN ASSIGNEE AND ASSIGNOR; OR (III) ANY CONDUCT, ACTS OR OMISSIONS OF ASSIGNEE OR ASSIGNOR OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, ATTORNEYS OR ANY OTHER PERSONS AFFILIATED WITH ASSIGNEE OR ASSIGNOR; IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE.

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

ASSIGNOR: FASTECH INVESTMENT GROUP, LLC, a

By:

Delaware Limited Liability Company

By: (ŞEAL)

Richard M. Hirsh

Chief Executive Officer

FASTECH INTEGRATED SOLUTIONS, LLC, a

Delaware Limited Liability Company

(SEAL)

Richard M. Hirsh Chief Executive Officer FASTECH TRANSCEND, LLC, a Delaware

Limited Liability Company

By:

(SEAL)

Richard M. Hirsh

Chief Executive Officer

FASTECH ASERDIV, LLC, a Delaware

Limited Liability Company

By:

(SEAL)

Richard M. Hirsh

Chief Executive Officer

COMMONWEALTH OF PENNSYLVANIA

: ss

COUNTY OF Philadelphia

On this 20th day of November 2009, before me a Notary Public, personally appeared Richard U. Hirsh ________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Mandi B. Bucceroni - Notary Public City of Philadelphia, Philadelphia County MY COMMISSION EXPIRES NOV. 08, 2013

EXHIBIT "A-1"

REGISTERED COPYRIGHTS

COPYRIGHT

REG. NO. REG. DATE

Copyrights:		ı	- Marian (188 - 1)
Title	Reg. No.	Reg. Date	Owner
SIS administration, hand- held terminal inventory, client control parameters: vol. 4	TXu 571-773	4/5/1993	Fastech Integrated Solutions,
VOI. 4	1Au 3/1-//3	4/3/1993	LEC
Communications: vol. 9	TXu 571-772	4/5/1993	Fastech Integrated Solutions, LLC
Basic on-line access: vol. 2: release 3.0	TXu 571-771	4/5/1993	Fastech Integrated Solutions, LLC
The clarity system: vol. 12	TXu 562-795	4/5/1993	Fastech Integrated Solutions, LLC
On-screen reports, print reports, spreadsheets: vol. 3, release 2.0	TXu 516-548	11/5/1990	Fastech Integrated Solutions, LLC.
Promotions tracking: v. 7	TXu 479-802	11/5/1990	Fastech Integrated Solutions, LLC
Short takes: make your own video	TXu 463-799	3/19/1990	Fastech Integrated Solutions, LLC.
Volume 10: glossary: release	TXu 454-502	11/5/1990	Fastech Integrated Solutions, LLC
Order entry: v. 8	TXu 443-475	11/5/1990	Fastech Integrated Solutions, LLC
SIS administration, hand- held terminal inventory, client control parameters: v.	TXu 443-473	11/5/1990	Fastech Integrated Solutions, LLC
Communications: v. 9: personal computer, protocol	TXu 443-472	11/5/1990	Fastech Integrated Solutions,

Title	Reg. No.	Reg. Date	Owner
converter (PC2)			
Laptop call reporting: release 1.0	TXu 444-360	11/5/1990	Fastech Integrated Solutions, LLC
Hand-held call reporting: release 1.0	TXu 444-359	11/5/1990	Fastech Integrated Solutions, LLC.
Basic on-line access: release 2.0	TXu 444-357	11/5/1990	Fastech Integrated Solutions, LLC.
Fastech: the company and its products:	TXu 444-353	11/5/1990	Fastech Integrated Solutions, LLC
Fastech sales information system	TX 1-884-589	8/4/1986	Fastech Integrated Solutions, LLC

EXHIBIT "A-2"

DESCRIPTION OF LICENSE AGREEMENTS

NONE

1.1.

EXHIBIT "B"

PATENTS

TITLE SERIAL/APPL. NO. ISSUE/FILING DATE

NONE

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T-141 P.020/020 F-810

EXHIBIT "C"

TRADEMARKS

<u>MARK</u>

SERIAL/REG. NO. FILING/REG. DATE

T <u>rademarks:</u>				 .
Mark	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner	Status
ASERDIV	3,665,637	8/11/2009	Transcend Aserdiv,	Registered
ASERDIV and Design				
Serdiv	3,665,636	8/11/2009	Transcend Aserdiv,	Registered
THE SCIENCE OF GETTING IT DONE	3,665,635	8/11/2009	Transcend Aserdiv,	Registered
MAKING CORPORATE COMPUTING EASIER	2,526,922	1/8/2002	Transcend Aserdiv,	Registered
NRI and Design				
NRI	2,857,217	6/29/2004	Transcend Aserdiv, LLC.	Registered

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RECORDED: 01/05/2010