

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
The Fletcher-Terry Company, LLC		12/31/2009	LIMITED LIABILITY COMPANY: UNITED STATES

RECEIVING PARTY DATA

Name:	United Bank
Street Address:	33 Waldo Street
City:	Worcester
State/Country:	MASSACHUSETTS
Postal Code:	01608
Entity Type:	Bank (federal): UNITED STATES

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	0542265	FLETCHER
Registration Number:	0628619	GOLD TIP
Registration Number:	0958939	
Registration Number:	1077282	FLETCHER
Registration Number:	1091723	GOLD TIP
Registration Number:	1251522	SCOREMASTER
Registration Number:	1426249	FLETCHER
Registration Number:	1449287	FRAME-MASTER
Registration Number:	1660537	FLETCHER 2100
Registration Number:	1796783	FLEXIMASTER
Registration Number:	2069755	FLETCHER 1100
Registration Number:	2128361	MATMATE
Registration Number:	2838582	FRAMEMASTER
Registration Number:	2930513	FLEXIMASTER

CH \$415.00 0542265

900151538

**TRADEMARK
 REEL: 004126 FRAME: 0477**

Registration Number:	2986536	FLETCHER 2200
Registration Number:	3377891	MULTIPOINTS

CORRESPONDENCE DATA

Fax Number: (508)929-3093
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 5087913511
Email: trademark@bowditch.com
Correspondent Name: Michele J. Young
Address Line 1: 311 Main Street
Address Line 4: Worcester, MASSACHUSETTS 01608

ATTORNEY DOCKET NUMBER:	300982.0037
NAME OF SUBMITTER:	Michele J. Young
Signature:	/Michele J. Young/
Date:	01/07/2010

Total Attachments: 38
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "IP Agreement") is made as of the 31st day of December, 2009 by and between FTCO ACQUISITION, LLC, a Connecticut limited liability company with its principal place of business at 65 Spring Lane, Farmington, Connecticut 06032 (together with its successors, the "Borrower") and UNITED BANK, a federally chartered savings bank with an office at 33 Waldo Street, Worcester, Massachusetts 01608 (the "Lender").

RECITALS

A. Lender is willing to make advances of money and to extend certain financial accommodations to Borrower (the "Loans") pursuant to a Loan and Security Agreement of even date herewith between Borrower and Lender (as may be amended from time to time, the "Loan Agreement") but only upon the condition, among others, that Borrower grants to Lender a continuing security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Borrower under the Loan Agreement. Defined terms used but not defined herein shall have the same meanings as in the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Borrower has granted to Lender a security interest in all of Borrower's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and intending to be legally bound, as collateral security for the prompt and complete payment when due of Borrower's Obligations (as defined below), Borrower hereby represents, warrants, covenants and agrees as follows:

1. Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Borrower's present or future indebtedness, obligations and liabilities to Lender (hereinafter, the "Obligations"), including, without limitation, under the Loan Agreement, Borrower hereby grants a continuing security interest in all of Borrower's right, title and interest in, to and under its intellectual property, now or hereafter existing, created, acquired or held (all of which shall collectively be called the "Intellectual Property Collateral"), including without limitation, the following:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets and any and all intellectual property rights in computer software and computer software products;
- (c) Any and all design rights which may be available to Borrower;

(d) 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”);

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “Trademarks”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired including without limitation those set forth on Exhibit D attached hereto (collectively, the “Mask Works”);

(g) All rights to own and use the name “Fletcher-Terry” and any associated goodwill;

(h) All domain names, internet web sites, logos and other rights listed on Exhibit E attached hereto (“Other IP Rights”);

(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, Trademarks, Mask Works or Other IP Rights and all license fees and royalties arising from such use to the extent permitted by such license or rights, including without limitation those set forth on Exhibit F attached hereto;

(k) All amendments, extensions, renewals and extensions of any of the Copyrights, Patents, Trademarks, Mask Works or Other IP Rights; and

(l) 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.

2. Authorization and Request. Borrower authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this IP Agreement or evidence of same.

3. Covenants and Warranties. Borrower represents, warrants, covenants and agrees as follows:

(a) Borrower is now the sole owner of the Intellectual Property Collateral except for non-exclusive licenses granted by Borrower to its customers in the ordinary course of business;

(b) Performance of this IP Agreement does not conflict with or result in a breach, in any material respect, of any IP Agreement to which Borrower 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 IP Agreement constitutes a security interest;

(c) During the term of this IP Agreement, Borrower will not transfer or otherwise encumber any interest in the Intellectual Property Collateral except for non-exclusive licenses granted by Borrower in the ordinary course of business or as set forth in this IP Agreement or the Loan Agreement;

(d) To its knowledge, each of the Patents is valid and enforceable, and no part of the Intellectual Property Collateral has been judged invalid or unenforceable, in whole or in part, and no written claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Borrower shall promptly advise Lender of any material adverse change in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of the Borrower in or to any Trademark, Patent, Copyright, Mask Work, or Other IP Rights specified in this IP Agreement;

(f) Borrower shall (i) protect, defend and maintain the validity and enforceability of the Trademarks, Patents, Copyrights, Mask Works or Other IP Rights, (ii) use commercially reasonable efforts to detect infringements of the Trademarks, Patents, Copyrights, Mask Works and Other IP Rights and promptly advise Lender in writing of material infringements detected, and (iii) not allow any Trademarks, Patents, Copyrights, Mask Works and Other IP Rights to be abandoned, forfeited or dedicated to the public without the written consent of Lender, which shall not be unreasonably withheld, conditioned or delayed, unless Borrower determines that reasonable business practices suggest that abandonment or forfeiture is appropriate;

(g) Borrower shall promptly register the most recent version of any of Borrower's Copyrights, if not so already registered, and shall, from time to time, execute and file such other instruments and take such further actions as Lender may reasonably request from time to time to perfect or continue the perfection of Lender's interest in the Intellectual Property Collateral;

(h) This IP Agreement creates, and in the case of after-acquired Intellectual Property Collateral, this IP Agreement will create at the time Borrower first has rights in such after-acquired Intellectual Property Collateral in favor of Lender, a valid and perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause (i) below;

(i) To its knowledge, except for, and upon, 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 and Mask Works necessary to perfect the

security interests 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 U.S. governmental authority or U.S. regulatory body is required either (i) for the grant by Borrower of the security interest granted hereby or for the execution, delivery or performance of this IP Agreement by Borrower in the U.S. or (ii) for the perfection in the United States or the exercise by Lender of its rights and remedies thereunder;

(j) All information heretofore, herein or hereafter supplied to Lender by or on behalf of Borrower with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(k) Borrower shall not enter into any agreement that would materially impair or conflict with Borrower's obligations hereunder without Lender's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Borrower 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 Borrower's rights and interest in any property included within the definition of the Intellectual Property 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.

(l) Upon any executive officer of Borrower obtaining actual knowledge thereof, Borrower will promptly notify Lender in writing of any event that materially adversely affects the value of any material Intellectual Property Collateral, the ability of Borrower to dispose of any material Intellectual Property Collateral or the rights and remedies of Lender in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Lender's Rights. Lender shall have the right, but not the obligation, to take, at Borrower's sole expense, any actions that Borrower is required under this IP Agreement to take but which Borrower fails to take, after ten (10) days' notice to Borrower. Borrower shall reimburse and indemnify Lender for all reasonable costs and reasonable expenses incurred in the reasonable exercise of its rights under this Section 4.

5. Further Assurances; Attorney in Fact.

(a) On a continuing basis, Borrower will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, 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 is reasonably necessary or advisable, or as reasonably requested by Lender, to perfect Lender's security interest in all Intellectual Property Collateral and otherwise to carry out the intent and purposes of this IP Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(b) Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact, with full authority in the place and stead of Borrower and in the name of Borrower, Lender or otherwise, from time to time in Lender's discretion, upon Borrower's failure or inability to do so, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this IP Agreement, including:

(i) to modify, in its sole discretion, this IP Agreement without first obtaining Borrower's approval of or signature to such modification by amending Exhibit A, Exhibit B, Exhibit C, Exhibit D and Exhibit E hereof, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents, Trademarks, Mask Works or Other IP Rights acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents, Trademarks, Mask Works or Other IP Rights in which Borrower no longer has or claims any right, title or interest;

(ii) to file, in its sole discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Borrower where permitted by law; and

(iii) to file or record, in its sole discretion, any applications, recordals, notices or other instruments necessary to protect Lender's security interest in any of the Intellectual Property Collateral in foreign countries, without the signature of Borrower where permitted by law. In jurisdictions requiring Borrower's signature for such filing or recording, Borrower shall not unreasonably withhold, condition or delay its signature on such recording or filing.

6. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" under this IP Agreement.

(a) An Event of Default occurs and continues beyond any applicable period of grace under the Loan Agreement or any of the other Loan Documents, or

(b) Borrower breaches any warranty or agreement, in any material respect, made by Borrower in this IP Agreement.

7. Remedies. Following demand or upon the occurrence of an Event of Default and at any time thereafter, Lender shall have the right to exercise all the remedies of a secured party under the Massachusetts Uniform Commercial Code, including without limitation the right to require Borrower to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. Following demand or the occurrence of an Event of Default, Lender shall have a non-exclusive, royalty-free license to use the Copyrights, Patents, Trademarks, Mask Works and Other IP Rights to the extent reasonably necessary to permit Lender to exercise its rights and remedies. Borrower will pay any expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral. All of

Lender's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

8. Indemnity. Borrower agrees to defend, indemnify and hold harmless Lender 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 IP Agreement, and (b) all losses or expenses in any way suffered, incurred or paid by Lender as a result of or in any way arising out of, following or consequential to transactions between Lender and Borrower, whether under this IP Agreement or otherwise (including without limitation reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Lender's gross negligence or willful misconduct.

9. Reassignment. At such time as all of the Obligations are satisfied indefeasibly Lender shall execute and deliver to Borrower, upon Borrower's request and at Borrower's sole expense, all deeds, assignments, UCC termination statements, lien releases and other instruments as may be necessary or proper to reinvest in Borrower full right, title and interest to the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Course of Dealing. 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.

11. Attorneys' Fees. If any action relating to this IP Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements.

12. Amendments. This IP Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This IP Agreement 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.

14. Law and Jurisdiction. This IP Agreement is intended to take effect as a sealed instrument and shall be governed by, enforced and construed in accordance with, the laws of The Commonwealth of Massachusetts. This IP Agreement is binding upon the parties hereto and the successors and lawful assigns of each of them. The Borrower agrees that any suit for the enforcement of this IP Agreement may be brought in the courts of The Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Borrower by certified mail at the address set forth on the first page of this IP Agreement (unless the Borrower has by five (5) days written notice specified another address). The Borrower hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

15. JURY TRIAL WAIVER. EACH OF THE LENDER AND THE BORROWER WAIVES ITS RIGHTS TO A TRIAL BY JURY WITH RESPECT TO

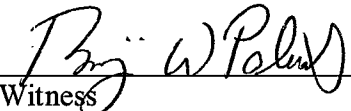
ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY ANY PARTY TO THIS IP AGREEMENT OR ANY OF THEIR SUCCESSORS AND ASSIGNS, WHICH RELATES DIRECTLY OR INDIRECTLY TO THIS IP AGREEMENT, THE LOANS, THE LOAN DOCUMENTS OR THE RELATIONSHIP BETWEEN THE LENDER AND THE BORROWER.

16. Confidentiality. In handling any confidential information, Lender shall exercise the same degree of care that it exercises for its own proprietary information, but disclosure of information may be made: (i) to Lender's subsidiaries or affiliates in connection with their present or prospective business relations with Borrower (it being understood that the persons to whom such disclosure is made will be informed of the confidential nature of such information and agree to keep such information confidential on the same terms as provided herein); (ii) to prospective transferees or purchasers of any interest in the Loans, provided Lender shall require that such prospective transferees or purchasers exercise the same standard of care as the Lender is required to hereunder; (iii) as required by law, regulation, subpoena or other order; (iv) as required in connection with Lender's examination or audit; and (v) as Lender considers appropriate in exercising remedies under this IP Agreement. Confidential information does not include information that either: (a) is in the public domain or in Lender's possession when disclosed to Lender, or becomes part of the public domain after disclosure to Lender; or (b) is disclosed to Lender by a third party, if Lender does not know that the third party is prohibited from disclosing the information.

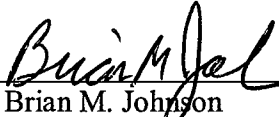
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SIGNATURES APPEAR ON THE FOLLOWING PAGE*

EXECUTED as a sealed instrument under the laws of The Commonwealth of Massachusetts on the day and year first written above.

FTCO ACQUISITION, LLC

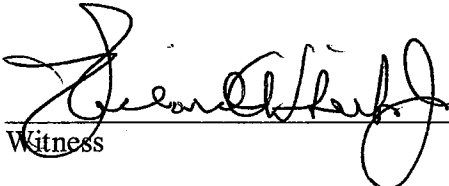


Witness


By: 

Name: Brian M. Johnson
Title: Manager

UNITED BANK



Witness

By: 

Name: Russell J. Dye
Title: Vice President
Sent

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Pursuant to and subject to the terms of that certain Asset Purchase Agreement, dated as of October 23, 2009, by and among the Borrower, The Fletcher-Terry Company, a Connecticut corporation ("TFTC") and iSun International Group, LLC, a Massachusetts limited liability company, as amended (the "Asset Purchase Agreement"), upon the closing of the transactions contemplated thereby, the Borrower will acquire from TFTC the Patents set forth in the schedule attached hereto.

PATENTS – ADDITIONAL SHEET

CONVEYING PARTY: **THE FLETCHER-TERRY COMPANY, LLC**
65 Spring Lane
Farmington, CT 06032

RECEIVING PARTY: **UNITED BANK**
33 Waldo Street
Worcester, MA 01608

Patent No.	Issue Date	Title
4,892,020	January 9, 1990	Workpiece Support System for Cutting Machine
4,916,820	April 17, 1990	Circle and Strip Cutting System
4,987,814	January 29, 1991	Turret Assembly for Cutting Machine Head
5,014,436	May 14, 1991	Circle Cutting System
5,014,584	May 14, 1991	Machine and Method for Cutting Oval Shapes
5,033,346	July 23, 1991	Sheet Cutting Machine, and Cutting Head and Clamping Assemblies Therefor
5,099,727	March 31, 1992	Mechanism and Method for Circumscribing Oval Shapes
5,161,445	November 10, 1992	Measuring Stop Assembly
5,168,788	December 8, 1992	Cutting Head Turret Assembly
5,845,554	December 8, 1998	Sheet Material Cutting Edge
6,783,051	August 31, 2004	Point Driver
D.377,601	January 28, 1997	Peg Fastener
D.384,271	September 30, 1997	Fastening Peg
D.429,628	August 22, 2000	Nail
4,867,023	February 11, 1987	Head Assembly
4,871,156	November 4, 1988	Mat Bevel Cutting Machine

PENDING PATENT APPLICATIONS

Publication No.	Filing Date	Title
12/373,843	January 14, 2009	Apparatus for Cutting Sheet Material
12/354,337 (US2009/0178529)	January 15, 2009	Apparatus for Cutting Sheet Material

PENDING PATENT APPLICATIONS

Comments

OG File No.

Title

Country

Serial No.

Brief Abstract

Inventor

Filing Date

6611-0111W0US

APPARATUS FOR CUTTING SHEET MATERIAL

US - United States
V. Kozynski

12/573,843
1/14/2009

All apparatus for cutting a workpiece sheet is provided that includes a support frame, a cutter head assembly, and a clamp assembly. The cutter head assembly is mounted on a track attached to the support frame, and can be selectively moved along the track. The clamp assembly includes a bar that is selectively operable between a retracted position and a deployed position. Embodiments of the apparatus include a drive unit operable to drive the cutter head assembly along the track.

Pending examination

6611-0119-1

APPARATUS FOR CUTTING SHEET MATERIAL

US - United States
V. Kozynski

12/534,337
1/15/2009

According to the present invention, an apparatus for cutting a workpiece sheet is provided that includes a frame member, a clamp assembly, a cutter head assembly, and a cartridge removably mounted in the cutter head assembly. The clamp assembly has a bar that is selectively operable between a retracted position and a deployed position. The clamp assembly is operable to fix the position of the workpiece sheet relative to the frame member. The cutter head assembly is mounted on a track, which is attached to the frame member. The cutter head assembly can be selectively moved along the track. The cartridge includes a first cutting blade and a second cutting blade, both statically mounted on the cartridge. Each blade is positioned to engage the workpiece sheet as the cartridge is moved along the frame member.

Pending examination

TRADEMARK

REEL: 004126 FRAME: 0491

ISSUED PATENTS: UNITED STATES

OG File No.

Title

Inventor

Patent No.

Brief Abstract

Filing Date

Comments

6611-0003-1

POINT DRIVER

A point driver is provided that comprises a body, a selectively operable actuator, a pushplate connected to the actuator, and a head. The head includes a channel disposed between a first section and a second section. At least a segment of the channel follows an arcuate path. The head is aligned with the actuator so that a portion or all of the pushplate can be driven by the selectively operable actuator through at least a portion of the channel.

Annuity Fee - 2/29/12

6,783,051 ✓

V. Kozyski

5/24/2002

6611-0010

CUTTING HEAD TURRET ASSEMBLY

A turret assembly for a cutting head has a glass-cutting wheel and a plastic-cutting blade portion disposed at spaced peripheral locations. Rotation of the turret body brings the cutting elements into their operative positions, and cooperating detent elements ensure reliable indexing of the turret and proper orientation of the leading edge of the plastic-cutting blade portion.

Expires 12/8/2012 - Last annuity paid

5,166,788 ✓

Kozyski et al.

10/13/1987

6611-0010-1

TURRET ASSEMBLY FOR CUTTING MACHINE HEAD

A turret assembly, having peripheral stations for mounting a glass-cutting wheel, and for mounting two different blades for cutting material plastic sheet, is attached to a cutting head by a belt. With the mounting bolt extended, the turret assembly can be withdrawn from the supporting part and rotated to bring each of the cutting stations into an operative position. Cooperating detent elements ensure reliable indexing of the turret, and tightening of the mounting bolt affixes it in each selected position.

Expires 1/29/2011 - Last annuity paid

4,987,812 ✓

Kozyski et al.

7/08/1988

ISSUED PATENTS: UNITED STATES

OC File No. Title Inventor Patent No. Filing Date Brief Abstract Comments

6611-0011 WORKPIECE SUPPORT SYSTEM FOR CUTTING MACHINE Kozyrski et al. 4,392,020 ✓ 7/08/1988 A wall-mounted support system for a shear-cutting machine employs a workpiece clamping unit, and a set of rock units to provide adjustable support for the workpiece. The clamping unit is comprised of confronting, elongated members of U-shaped cross section, connected by pairs of identical pivot arm components which are, in turn, assembled with pins that provide bearing elements. The rock units incorporate leveling bars, the attitudes of each of which is adjusted by use of an associated feature.

Expires 1/9/2010 - Last annuity paid

6611-0012 CIRCLE AND STRIP CUTTING SYSTEM Kozyrski et al. 4,916,820 ✓ 8/12/1988 Apparatus for manually cutting both circles and strips from glass utilizes either a center support structure or an edger, in combination with a rule having different scales on opposite surfaces, and with a cutting head adjustably mounted on the rule. Reversal of the position of the cutting head on the supporting rule adapts it for use with either of two different forms of cutting components, and the edger is constructed not only to compensate for offset between the registration and cutting elements of the head, but also to enable use of the edge of either the glass workpiece or a firing strip as the reference surface along which the edger is run to cut strips.

Expires 4/17/2010 - Last annuity paid

6611-0012-1 CIRCLE CUTTING SYSTEM Kozyrski et al. 5,014,436 ✓ 7/08/1990 Apparatus for manually cutting circles from glass utilizes a center support structure, in combination with a rule having a distance scale thereon, and a cutting head adjustably mounted on the rule. Reversal of the position of the cutting head on the supporting rule adapts it for use with either of two different forms of cutting components.

Expires 5/14/2011 - Last annuity paid

ISSUED PATENTS: UNITED STATES

CG File No.

Title

Inventor

Patent No.

Filing Date

Comments

6611-0013

MACHINE AND METHOD
FOR CUTTING OVAL
SHAPES

5,074,584 ✓
7/14/1989

V. Kozyski

A machine is provided for cutting oval shapes in planar workpieces, wherein the blade is dynamically oriented so as to maintain its cutting axis constantly tangent to the line of cutting. It utilizes a pivotally mounted cutter head, to which is attached an orienting arm that is arcuately reciprocated by an element moving unidirectionally in a circle, the direction of circular movement being opposite to that in which the cutting head proceeds.

Expires 5/14/2011 - Last annuity paid

6611-0013-1

SHEET CUTTING
MACHINE AND CUTTING
HEAD AND CLAMPING
ASSEMBLIES THEREFOR

5,033,346 ✓
10/30/1988

V. Kozyski

A machine having a cutting head assembly and a clamping system is provided for cutting shapes in planar workpieces. A pair of separately operated blades are convergently disposed to enable the formation of an edge bevel on the workpiece by cutting it from either side, and also to enable facile V-grooving. The clamping system securely and inconspicuously secures the workpiece in cutting position.

Expires 7/23/2011 - Last annuity paid

6611-0013-1-1

MECHANISM AND
METHOD FOR
CIRCUMSCRIBING OVAL
SHAPES

5,099,727 ✓
3/28/1991

V. Kozyski

A mechanism is provided for circumscribing oval paths, wherein a pivotally mounted element is dynamically oriented so as to maintain a functional axis thereof constantly tangent to the circumscribed path. An orienting arm attached to the mounted element is arcuately reciprocated by an element moving unidirectionally in a circle, the direction of circular movement being opposite to that in which the mounted element proceeds.

Expires 3/31/2012 - Last annuity paid

6611-0014

MEASURING STOP
ASSEMBLY

5,161,445 ✓
1/14/1991

V. Kozyski

Measuring stops for a measuring machine are constructed to permit installation without removal of either the shaft on which they are carried or of any element used to maintain the shaft on the clamping bar. The stop locking mechanism comprises a pivotable block, which is forced into clamping relationships by a screw assembly; strong locking effect is achieved without overstraining or distortion of the stop body material.

Expires 11/10/2012 - Last annuity paid

TRADEMARK

REEL: 004126 FRAME: 0494

ISSUED PATENTS: UNITED STATES

Comments

OG File No.

Title

Inventor

Patent No.

Brief Abstract

Filing Date

Expires 9/19/99 - Last annuity paid

A mat cutting machine utilizes a trolley which runs smoothly and accurately along a shaft mounted upon the clamping bar assembly. Means is provided for precisely adjusting the relationship between the bevel cutting blade and the edge of the clamping bar, and the blades are held by magazines which permit ready interchangeability and facile adjustment of the amount of blade protrusion so as to enable the cutting depth to be altered with considerable ease. The base of the machine includes means for accurately positioning the workpiece, and for readily controlling the travel of the trolley, to afford high volume production capability.

6611-0024
HEAD ASSEMBLY FOR MAT CUTTING MACHINE

4,857,023 ✓

2/11/1987

Kozzyski et al.

Expires 10/2/03 - last annuity paid

A mat cutting machine utilizes a trolley which runs smoothly and accurately along a shaft mounted upon the clamping bar assembly. Means is provided for precisely adjusting the relationship between the bevel cutting blade and the edge of the clamping bar, and the blades are held by magazines which permit ready interchangeability and facile adjustment of the amount of blade protrusion so as to enable the cutting depth to be altered with considerable ease. The base of the machine includes means for accurately positioning the workpiece, and for readily controlling the travel of the trolley, to afford high volume production capability.

6611-0024-1-1
MAT BEVEL CUTTING MACHINE

4,871,150 ✓

11/04/1988

Kozzyski et al.

Expires 1/28/2011

Design Patent

6611-0034
PEG FASTENER

3,776,001 ✓

11/27/1995

V. Kozzyski

Expires 9/30/2011

Design Patent

6611-0035
FASTENING PEG

3,842,271 ✓

11/27/1995

V. Kozzyski

ISSUED PATENTS: UNITED STATES

Comments

OG File No.

Title

Inventor

Patent No.

Brief Abstract

Filing Date

6611-0086

NAIL

Design Patent

Expires 8/29/2014

429,628 ✓

1/05/1999

A. Peters

6611-0087

SHEET METAL
CUTTING EDGE

Annuitiy - 6/8/10

A machine for manually cutting web material employs a cutting head that is supported on a rail for sliding and pivoting movement along and across a straight edge, which is disposed forwardly of the axis of pivoting. The cutting wheel is biased axially toward the straight edge, its axis being so disposed as to cause the biasing means to impart an upward force moment that tends to elevate the wheel blade. A guide plate is pivoted, by upward movement of the cutting head, so as to increase spacing from the surface of the base and thereby facilitate feeding of the workpiece.

5,843,354 ✓

1/28/1997

Kozyski

ISSUED PATENTS: FOREIGN

Comments

OC File No.

Title

Country

Inventor

Patent No.

Brief Abstract

Filing Date

6611-0034FR

PEG FASTENER

Design Patent

Expires 5/24/2021

FR - France

96.3120

V. Kozyski

11/27/1995

6611-0035FR

FASTENING PEG

Design Patent

Expires 5/24/2021

FR - France

96.3119

V. Kozyski

11/27/1995

6611-0046AU

NAIL

Design Patent

Renewal fee-4/28/11

AU - Australia

142,834

A. Peters

4/28/2000

6611-0046BR

NAIL

Design Patent

Renewal fee-5/5/10

BR - Brazil

D16001500-1

A. Peters

5/05/2000

6611-0046BX

NAIL

Design Patent

Renewal fee-4/28/10

BX - Benelux

32155-00

A. Peters

11/05/1999

6611-0046CA

NAIL

Design Patent

Renewal fee-5/18/10

CA - Canada

92,366

A. Peters

5/01/2000

TRADEMARK

REEL: 004126 FRAME: 0497

ISSUED PATENTS: FOREIGN

Comments

OG File No.

Title

Country

Patent No.

Brief Abstract

Inventor

Filing Date

6611-0046DE

NAIL

Design Patent

Renewal fee-5/3/2010

DE - Germany

400-04-506.0

5/03/2000

6611-0046ES

NAIL

Design Patent

Renewal fee-6/4/10

ES - Spain

0148328

5/04/2000

A. Peters

6611-0046FR

NAIL

Design Patent

Renewal fee-5/3/2025

FR - France

5/03/2000

6611-0046GB

NAIL

Design Patent

Renewal fee-5/2/2010

GB - Great Britain
A. Peters

2,092,522

11/05/1999

6611-0049IT

POINT DRIVER

Renewal fee-1/12/12

IT - Italy

50947

1/12/1987

EXHIBIT C

TRADEMARKS

Pursuant to and subject to the terms of the Asset Purchase Agreement, upon the closing of the transactions contemplated thereby, the Borrower will acquire from TFTC the Trademarks set forth in the schedule attached hereto.

TRADEMARKS – ADDITIONAL SHEET

CONVEYING PARTY: THE FLETCHER-TERRY COMPANY, LLC
65 Spring Lane
Farmington, CT 06032

RECEIVING PARTY: UNITED BANK
33 Waldo Street
Worcester, MA 01608

Registration No.	Registration Date	Mark
542,265	May 15, 1951	FLETCHER
628,619	June 12, 1956	GOLD TIP
958,939	May 15, 1973	GOLD-TIPPED GLASS CUTTERS DESIGN
1,077,282	November 15, 1977	FLETCHER
1,091,723	May 23, 1978	GOLD TIP
1,251,522	Sept. 20, 1983	SCOREMASTER
1,426,249	January 27, 1987	FLETCHER
1,449,287	July 28, 1987	FRAME-MASTER
1,660,537	Oct. 15, 1991	FLETCHER 2100
1,796,783	Oct. 5, 1993	FLEXIMASTER
2,069,755	June 10, 1997	FLETCHER1100
2,128,361	Jan. 13, 1998	MATMATE
2,838,582	May 4, 2004	FRAMEMASTER
2,930,513	March 8, 2005	FLEXIMASTER
2,986,536	Aug. 16, 2005	FLETCHER 2200
3,377,891	Feb. 5, 2008	MULTIPOINTS

See attached for Registered Trademarks.

Trade Name:

The Fletcher-Terry Company

Other Trademarks:

Fletcher® 2000™ Mat Cutting System

Fletcher® 3000™ Multi-Material Cutter

Fletcher® 3100™ Multi-Material Cutter

Fletcher® 3100S™ Wall Cutter (for Sign Market)

Fletcher® 8400™ Series Wall Cutter

Fletcher® 4000 CornerLock™ Joiner

Fletcher® 7000™ and 7100™ Miter Measuring Systems

Fletcher® MatPro™ 120 and 150 Pneumatic Mat Cutters

Fletcher® 5500, 5600 and 5700 CornerPro™ Underpinners

Fletcher® Saber™ 250-A Saw Tooth Hanger Installation Machine

Fletcher® RapidHanger

Fletcher® MultiMaster™ Point Driver
#5 Point Driver

Attach-EZ™ Object Mounting System

EZ-Tach™ Three-Dimensional Object Mounting System

Fletcher® TrimMaster™ 24

Fletcher® Print Cutter 40, 60, 120 Straight Edge Cutters (or PC 40, 60,120)
PCT40™

Fletcher® Edge™ Straight Edge
FrameMate™

PushMate™
PullMate™
SpringMate™

Gold Tip® Designer II™ Glass Cutters

ScoreMaster® Glass Cutters

MatMate® System
MatMate® Oval/Circle Cutter
MatMate® Deluxe Bevel Cutter
MatMate® 101

Fletcher® Lite-Grip™ Glass Cleaning Device

Fletcher® FSC™ (Rigid Substrate Cutter)
Fletcher® Alta99™ (Automated Substrate Cutter)
Fletcher® Titan™ (Material Cutter/Trimmer)
Fletcher® Gemini Pro™ (Material Cutter)
Fletcher® Atlas™ (Workbench)

CircleMate I™ Circle Glass Cutter
CircleMate II™ Circle Glass Cutter
Fletcher® Oval/Circle Glass Cutter

Fletcher® Gemini™ (Material Cutter)

Fletcher® MatCalc™

Fletcher® FilletMaster™

(Fletcher® & Design)®

REGISTERED TRADEMARKS: UNITED STATES

Comments

OG File No.

Mark

Goods

Reg. No.

Filing Date

Renewal Fee-10/15/2011

6611-0026

FLETCHER 2100

Machine for cutting mat in Int'l Class 7

1,660,537

12/07/1990

6611-0027

FLEXIMASTER

Manually-operated tools for drawing points; namely, framers' points. Int'l Class 8

1,796,783

4/13/1992

6611-0028

FLETCHER 1100

Machine for cutting circles and ovals in steel material. Int'l Class 7

Renewal Fee-6/10/17

6611-0029

MAIMATE

Hand tools for cutting workpieces of sheet form, namely, cutting system for circle and oval shapes, namely, a cutting head, a base, a connecting arm, and blades, sold as a unit; cutting system for rectangular shapes, namely, a cutting head, hand tool, a straight edge, and blades, sold as a unit; a cutting system for rectangular shapes, namely, a cutting head, hand tool, a base, a straight edge, measuring steps, blades, a template, and inspection sheet and video, sold as a unit; and a cutting head hand tool and a template for marking borders and for use with the cutting head hand tool for cutting circles, both sold separately in Int'l Class 7.

Renewal Fee-1/13/18

2,128,361

8/09/1996

TRADEMARK

REEL: 004126 FRAME: 0503

REGISTERED TRADEMARKS- UNITED STATES

Comments

OG File No.

Mark

Goods:

Reg. No.

Filing Date

OG File No.	Mark	Goods:	Reg. No.	Filing Date	Comments
6611-0036	SCOREMASTER	Manually-operated glass cutting tools in Intl Class 8	1,251,522	10/13/1981	Renewal Fee-9/20/2013
6611-0037	FLETCHER	Hand-operated glass cutters, point drivers, pliers, and glass cutting machines in Intl Class 8	542,265	11/02/1968	Renewal Fee-5/13/2011
6611-0038	GOLD TIP	Hand-operated glass cutters in Intl Class 8	628,619	10/14/1955	Renewal fee-6/12/2016
6611-0039	GOLD TIP	Hand tools, namely, scrapers, plastic scoring and cutting tools, glass-breaking pliers in Intl Class 8	1,091,723	7/12/1976	Renewal fee-5/23/18
6611-0040	FLETCHER	Hand held tools, namely glass cutters in Intl Class 8	1,077,282	7/15/1976	Renewal fee-11/15/17

REGISTERED TRADEMARKS: UNITED STATES

OG File No.

Mark

Goods

Reg. No.

Filing Date

Comments

6611-0041

GOLD-TIPPED GLASS
CUTTERS DESIGN

Hand tools, particular hand held glass cutters
in Intl Class 8

958,939

10/24/1969

Renewal fee-5/15/2013

6611-0042

FLETCHER

Framers - namely framers and glazier's
points in Intl Class 6; Machines for cutting
and breaking glass, plastics, mar, ceramics,
and the like, machines for grinding and
drilling glass, machines for dipping, framers'
points and glazier's points, and parts for such
machines, namely, pillar posts, blades, wheel
units, wheel wires and measuring stops in
Intl Class 7; hand tools for cutting, breaking
and lifting glass, plastics, ceramics, and the
like, utility knives, scrapers, pry bars, and
parts for such tools, namely, blades, wheel
units, wheel wires, cutting wheels, cutter
heads, palm rest cutter handle attachment,
glass cutter pouch, and jaws for pliers in Intl
Class 8

Renewal fee-1/27/17

1,426,249

11/06/1985

6611-0044

FRAME-MASTER

Hand operated machines for driving framers
and glazier's points in Intl Class 7

1,449,287

5/23/1986

Renewal fee-7/28/17

6611-0050

FRAMEMASTER

Power-assisted machines for driving framers
and glazier's points in Intl Class 7

2,838,582

1/16/2003

8&15 does-5/1/2010

REGISTERED TRADEMARKS: UNITED STATES

Comments

Mark

©G. File No.

Goods

Reg. No.

Filing Date

8&15 Decs.-3/8/2011

Power-assisted machines for driving framers and glazier's points in Int'l Class 7

FLEXIMASTER

6611-0051

2,980,513

1/16/2003

8&15 Decs - 8/16/2011

Machine for cutting mat in Int'l Class 7

FLETCHER 2200

6611-0069

2,986,336

4/16/2004

8&15s - 2/5/14

Metal fasteners, namely, picture-framing nails in Int'l Class 6

MULTIPOINTS

6611-0113

3,377,891

6/04/2007

REGISTERED TRADEMARKS: FOREIGN

OC File No.	Mark	Goods	Reg. No.	Filing Date	Comments
6611-0047GT	FRAMERSOLUTION.COM	Providing custom-cut picture framing matboard using the customer's specifications, entered on-line by way of the global equipter network in Int'l Class-40	2,353,035	8/24/2001	Renewal Fee - 8/24/11
CT - European Community					
6611-0025GB	FLETCHER		1,248,096	8/10/1985	Renewal Fee-8/10/16
GB - Great Britain					
6611-0025GB-1	FLETCHER		1248096	8/10/1985	Renewal fee - 8/10/16
GB - Great Britain					
6611-0025GB-2	FLETCHER		1,248,097	8/10/1985	Renewal Fee-8/10/16
GB - Great Britain					
6611-0031CA	CORNERLOCK	Machine for routing channels in picture frame pieces, and instructer, video, and manual sold therewith; fixtures, namely wedges made of non-metallic material for connecting picture frame pieces together in Int'l Cl. 7 & 20	530,301	6/19/1998	Renewal Fee-7/21/2015
CA - Canada					

REGISTERED TRADEMARKS: FOREIGN

OG File No.	Mark	Goods	Reg. No.	Comments
Country			Filing Date	
6611-0037CA CA - Canada	FLETCHER & DESIGN	Hand operated glass cutters, point drivers, pliers, and glass cutting machines in Intl Class 8	229,130 10/14/1976	Renewal Fee-7/21/23
6611-0037JP JP - Japan	FLETCHER & DESIGN	Hand operated glass cutters, point drivers, pliers, and glass cutting machines in Intl Class 8	1,460,992 8/12/1976	Renewal Fee-4/30/2011
6611-0037MX MX - Mexico	FLETCHER & DESIGN	Hand operated glass cutters, point drivers, pliers, and glass cutting machines in Intl Class 8	198,437 8/11/1976	Renewal Fee-8/11/2011
6611-0038CA CA - Canada	GOLDHIP	Hand operated glass cutters in Intl Class 8	253,393 10/14/1976	Renewal fee-12/5/2010
6611-0039MX MX - Mexico	GOLD HIP	Hand tools, namely, scrapers, plastic scoring and cutting tools, glass breaking pliers in Intl Class 8	228,242 9/27/1976	Renewal fee-6/29/2014

REGISTERED TRADEMARKS: FOREIGN

Comments

Reg. No.

Filing Date

Goods

Mark

OG File No.

Country

Renewal fee - 10/14/2011

Hand tools, particular hand held glass cutters in Intl Class 8

GOLD-TIP

6611-0041CA

CA - Canada

263,153

10/14/1976

Renewal fee - 10/13/2013

Power-assisted machines for driving framers and glaziers points in Intl Class 7

FRAMEMASTER

6611-0050AU

AU - Australia

973,975

10/10/2003

Renewal - 6/26/17

Power-assisted machines for driving framers and glaziers points in Intl Class 7

FRAMEMASTER

6611-0050BR

BR - Brazil

825858917

10/10/2003

Renewal fee - 3/23/2020

Power-assisted machines for driving framers and glaziers points in Intl Class 7

FRAMEMASTER

6611-0050CA

CA - Canada

1,192,666

10/07/2003

Renewal fee - 10/2/2015

Power-assisted machines for driving framers and glaziers points in Intl Class 7

FRAMEMASTER

6611-0030CT

CT -

Community

Trademark

003389798

10/02/2003

TRADEMARK

REEL: 004126 FRAME: 0509

REGISTERED TRADEMARKS: FOREIGN

OG File No.	Mark	Goods	Reg. No.	Filing Date	Comments
6611-0050MX	FRAMEMASTER	Power-assisted machines for driving framers and glaziers points in Int'l Class 7	817540	10/15/2003	Renewal fee-10/15/2013
MX - Mexico					
6611-0050NZ	FRAMEMASTER	Power-assisted machines for driving framers and glaziers points in Int'l Class 7	792521	10/02/2003	Renewal fee-10/2/2013
NZ - New Zealand					
6611-0051AU	FLEXIMASTER	Power-assisted machines for driving framers and glaziers points in Int'l Class 7	972,732	10/01/2003	Renewal fee-10/22/2013
AU - Australia					
6611-0051BR	FLEXIMASTER	Power-assisted machines for driving framers and glaziers points in Int'l Class 7	825853460	10/02/2003	Renewal - 6/26/17
BR - Brazil					
6611-0051CA	FLEXIMASTER	Power-assisted machines for driving framers and glaziers points in Int'l Class 7	TMA667,619	10/07/2003	Renewal - 7/14/2021
CA - Canada					

REGISTERED TRADEMARKS: FOREIGN

OG File No.	Mark	Country	Goods	Reg. No.	Filing Date	Comments
6611-0051CT	FLEXIMASTER	CT - Community Trademark	Power-assisted machines for driving, framer's and glazier's points in Int'l Class 7	3589822	10/02/2003	Renewal fee - 10/2/2013
6611-0051MX	FLEXIMASTER	MX - Mexico	Power-assisted machines for driving, framer's and glazier's points in Int'l Class 7	\$17,541	10/15/2003	Renewal fee-10/15/2013
6611-0051NZ	FLEXIMASTER	NZ - New Zealand	Power-assisted machines for driving, framer's and glazier's points in Int'l Class 7		10/02/2003	Renewal fee-10/2/2013
6611-0062AU	FLETCHER 2200	AU - Australia	Machines for cutting mat in Int'l Class 7	1022163	9/24/2004	Renewal fee - 9/24/2014
6611-0069CA	FLETCHER 2200	CA - Canada	Machine for cutting mat in Int'l Class 7	660559	10/18/2004	Renewal fee - 3/9/2014

REGISTERED TRADEMARKS: FOREIGN

Comments

Reg. No:

Filing Date

Mark

Goods

Off. File No.

Country

Renewal - 9/28/2014

Machine for cutting mat in Intl Class 7

FLETCHER 2200

6611-0069CT

CT -

Community
Trademark

4058244

9/28/2004

6611-0069MX

FLETCHER 2200

Machine for cutting mat in Intl Class 7

Renewal fee-9/24/2014

MX - Mexico

866,439

9/24/2004

6611-0069NZ

FLETCHER 2200

Machine for cutting mat in Intl Class 7

Renewal fee-4/16/2014

NZ - New
Zealand

719914

9/24/2004

6611-0113CT

MULTIPOINIS

Metal fasteners, namely, picture framing nails in Intl Class 6

Renewal - 11/30/17

CT - Europe

006528871

11/30/2007

EXHIBIT D
MASK WORKS

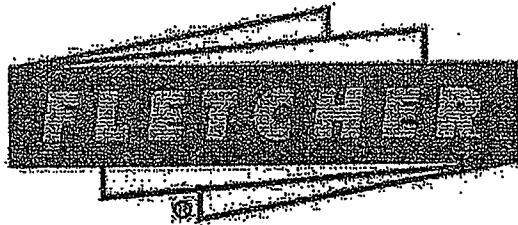
None.

EXHIBIT E

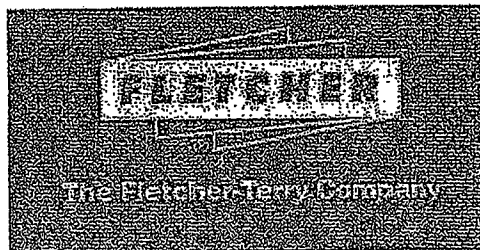
OTHER IP RIGHTS

Pursuant to and subject to the terms of the Asset Purchase Agreement, upon the closing of the transactions contemplated thereby, the Borrower will acquire from TFTC the Other IP Rights set forth in the schedule attached hereto.

Company Logo



The Fletcher-Terry Company



Reversed logo style

EXHIBIT F

LICENSES

Pursuant to and subject to the terms of the Asset Purchase Agreement, upon the closing of the transactions contemplated thereby, the Borrower will acquire from TFTC the following contracts:

- Two (2) Invention and Royalty Agreements with William Hursey and Bettye Hursey d/b/a The Circlemaster Company, each dated as of August 29, 1995.
- License Agreement with Frame Square Industries, dated as of December 15, 2005.

Copies of the foregoing Agreements and related royalty reports have been provided to the Lender.