

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Rider to General Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Forgitron Technologies, LLC		04/12/2011	LIMITED LIABILITY COMPANY: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Keltic Financial Partners II, LP		
<b>Street Address:</b>	580 White Plains Road		
<b>Internal Address:</b>	Suite 610		
<b>City:</b>	Tarrytown		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10591		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3172364	FORGITRON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(856)321-2415		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
<b>Phone:</b>	856-321-2405		
<b>Email:</b>	mbonner@stradley.com		
<b>Correspondent Name:</b>	Michael P. Bonner, Esq.		
<b>Address Line 1:</b>	200 Lake Drive East		
<b>Address Line 2:</b>	Suite 100		
<b>Address Line 4:</b>	Cherry Hill, NEW JERSEY 08002		
<b>NAME OF SUBMITTER:</b>	Michael P. Bonner		
<b>Signature:</b>	/Michael P. Bonner/		

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**TRADEMARK**  
**REEL: 004519 FRAME: 0972**

CH \$40.00 3172364

Date:

04/12/2011

**Total Attachments: 8**

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# Rider to General Security Agreement – Trademarks

**THIS RIDER TO GENERAL SECURITY AGREEMENT (“Rider”)** is executed as of this 12<sup>th</sup> day of April, 2011, by and between **FORGITRON TECHNOLOGIES, LLC (“Grantor”)** with an address at 30 Hengst Boulevard, Camden, South Carolina 29020, and **KELTIC FINANCIAL PARTNERS II, LP (the “Lender”)**, with an address at 580 White Plains Road, Suite 610, Tarrytown, New York 10591. This Rider is incorporated into and made part of that certain General Security Agreement (“**Security Agreement**”) between the Grantor and the Lender dated contemporaneously herewith, and also into certain other financing documents and security agreements executed by and between the Grantor and the Lender (all such documents including this Rider being collectively referred to as “**Loan Documents**”). All capitalized terms not otherwise defined in this Rider shall have the same meanings ascribed to such terms in the other Loan Documents.

The Grantor is the owner of the trademarks, service marks and trade names, and of the registrations and use-based applications for registration thereof, listed on Schedule “A” attached hereto and made part hereof (collectively, the “**Trademarks**”).

The Lender desires to acquire a lien and security interest on the Trademarks together with all the goodwill of the Grantor associated with the use of such Trademarks, as security for all of the Obligations (as defined in the Security Agreement) to the Lender, and the Lender desires to have its security interest in the Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

**NOW, THEREFORE**, with the foregoing background deemed incorporated by reference and made part hereof, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

**1. Grant of Security Interest.** In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Grantor grants a lien and security interest to the Lender in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill associated with the use of the Trademarks and the right (but not the obligation) to sue for past, present and future infringements, and to recover any proceeds in connection therewith, including, without limitation, license royalties and proceeds of infringement suits.

**2. Representations and Warranties.** The Grantor warrants and represents to the Lender that: (a) the Grantor is the true and lawful exclusive owner of the Trademarks set forth on Schedule A, including all rights and interests herein granted; (b) the Trademarks, to the best knowledge of the Grantor, are valid and enforceable; (c) the Grantor has full power and authority to execute and deliver this Rider; (d) the Grantor has received no written notice of any claims, suits or actions commenced or threatened against it with the reference to the Trademarks and the Grantor’s interests therein; and (e) the Grantor’s rights to the Trademarks are free from all liens, charges, claims, options, licenses, pledges and encumbrances, other than Permitted Liens.

**3. Verification of Quality Control.** The Grantor hereby grants to the Lender and its employees and agents the right to visit the Grantor’s locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours to ensure the Grantor’s compliance with paragraph 2(f).

**4. Covenants.** The Grantor further covenants to the Lender that until all of the Obligations have been satisfied in full: (a) the Grantor shall maintain the Trademarks in full force and effect; (b) the Grantor will not enter into any agreements which are inconsistent with the Grantor’s obligations under this Rider or which restrict or impair the Lender’s rights hereunder; and (c) if the Grantor files, or acquires ownership rights in, any new non-intent-to-use Trademark applications following the effective date of this Rider, the provisions of this Rider shall

automatically apply thereto and the Grantor shall give the Lender prompt written notice thereof along with an amended Schedule A.

5. **Exclusive Use of the Trademarks.** So long as this Rider is in effect and so long as the Grantor has not received notice from the Lender that an Event of Default has occurred under the Loan Documents and that the Lender has elected to exercise its rights to assignment hereunder, the Grantor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Lender shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. **Negative Pledge.** The Grantor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Lender. The Grantor shall defend the Trademarks against and shall take other action as is necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, other than Permitted Liens, and will defend the right, title and interest of the Lender in and to any of the Grantor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. **No Additional Trademarks.** As of the date hereof, the Grantor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed in Schedule A.

8. **Remedies Upon Default.**

(a) Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Documents, the Grantor hereby covenants and agrees that the Lender, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in an Event of Default under the Loan Documents and while such Event of Default exists, the Grantor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender as the Lender may select, in its exclusive discretion, as the Grantor's true and lawful attorney-in-fact, with the power to endorse the Grantor's name on all applications, documents, papers and instruments necessary for the Lender to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Rider and the Loan Documents, and until all the Obligations are satisfied in full.

9. **Subject to Security Agreement.** This Rider shall be subject to the terms, provisions, and conditions set forth in the Security Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

10. **Inconsistent with Security Agreement.** All rights and remedies herein granted to the Lender shall be in addition to any rights and remedies granted to the Lender under the Loan Documents. In the event of an inconsistency between this Rider and the Security Agreement, the language of the Security Agreement shall control. The terms and conditions of the Security Agreement are hereby incorporated herein by reference without limitation.

11. **Termination of Agreement.** Upon payment and performance of all Obligations under the Loan Documents or as otherwise provided in the Security Agreements, the security interest granted herein shall automatically terminate, without any further notice, and the Lender shall execute and deliver to the Grantor all documents necessary to evidence the termination of the security interest of the Lender in the Trademarks.

## **12. Prosecution of Trademark Applications.**

(a) Subject to the terms of the Loan Documents, the Grantor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Rider or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks as determined necessary by Grantor to protect the Trademarks and avoid the occurrence of a Material Adverse Effect (as defined in the Loan Documents) with respect to Grantor, and upon reasonable request of the Lender, the Grantor shall make federal application on registrable but unregistered Trademarks belonging to the Grantor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Grantor. The Grantor shall not abandon any Trademark registered in the United States without the written consent of the Lender.

(b) The Grantor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Lender may, if the Grantor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Grantor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Lender in the fulfillment of the provisions of this paragraph.

**13. Responsibility and Liability.** The Grantor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Lender and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Grantor in connection with any of the Trademarks or otherwise arising out of the Grantor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, the Grantor will indemnify and keep the Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Grantor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantor, and all such Obligations of the Grantor shall be and remain enforceable against and only against the Grantor and shall not be enforceable against the Lender.

**14. Lender's Rights.** The Lender may, in its sole discretion, pay any amount or do any act required of the Grantor hereunder or requested by the Lender to preserve, defend, protect, maintain, record or enforce the Grantor's obligations contained herein, the Obligations of the Grantor to the Lender, the Trademarks, or the right, title and interest granted the Lender herein, and which the Grantor fails to do or pay, and any such payment shall be deemed an advance by the Lender to the Grantor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

**15. Protection of the Trademarks.** The Grantor agrees that if it learns of any use by any person of a trademark, service mark, trade name, logo or trade dress that is likely to cause confusion with any of Grantor's Trademarks, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Grantor shall promptly notify the Lender of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Lender, shall join with the Lender, at the Grantor's expense, in such action as the Lender, in its reasonable discretion, may deem advisable for the protection of the Lender's interest in and to the Trademarks, it being understood that the

foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

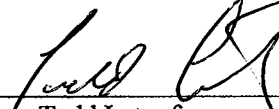
**16. Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lender's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

**17. Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

**18. Counterparts.** This Rider may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

**WITNESS** the due execution hereof as a document under seal, as of the date first written above.

FORGITRON TECHNOLOGIES, LLC

By:   
Name: Todd Latouf  
Title: President

KELTIC FINANCIAL PARTNERS II, LP

By: Keltic Financial Services LLC,  
its general partner

By: \_\_\_\_\_  
Name: John P. Reilly  
Title: President and CEO

foregoing shall not preclude the Grantor from bringing an action against a person for the protection of the Grantor's interest in and to such Trademarks.

**16. Additional Remedies.** Upon the occurrence of an Event of Default under the Loan Documents, the Lender may, without any obligation to do so, complete any obligation of the Grantor hereunder, in the Grantor's name or in the Lender's name, but at the Grantor's expense, and the Grantor hereby agrees to reimburse the Lender in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Lender in protecting, defending and maintaining the Trademarks.

**17. Governing Law.** THIS RIDER WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.


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WITNESS the due execution hereof as a document under seal, as of the date first written above.

FORGITRON TECHNOLOGIES, LLC

By: \_\_\_\_\_  
Name: Todd Latouf  
Title: President

KELTIC FINANCIAL PARTNERS II, LP  
By: Keltic Financial Services LLC,  
its general partner

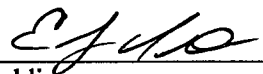
By:  \_\_\_\_\_  
Name: John P. Reilly  
Title: President and CEO

STATE OF SOUTH CAROLINA  
COUNTY OF KERSHAW

)  
) ss:  
)

On this, the 11 day of April 2011, before me, a Notary Public, the undersigned officer, personally appeared Todd Latouf who acknowledged himself to be the President of Forgitron Technologies, LLC and that he, in such capacity, being authorized to do so, executed the foregoing instrument, effective as of April 12 2011, for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

  
Notary Public  
My commission expires: 1-31-17

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

)  
) ss:  
)

On this, the \_\_\_ day of April 2011, before me, a Notary Public, the undersigned officer, personally appeared John P. Reilly who acknowledged himself to be a President and CEO of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument, effective as of April \_\_\_ 2011, for the purposes therein contained by signing on behalf of said entities as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:



STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

)  
)  
)

ss:

On this, the \_\_\_ day of April 2011, before me, a Notary Public, the undersigned officer, personally appeared Todd Latouf who acknowledged himself to be the President of Forgitron Technologies, LLC and that he, in such capacity, being authorized to do so, executed the foregoing instrument, effective as of April 12 2011, for the purposes therein contained by signing on behalf of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF New York

COUNTY OF Westchester

)  
)  
)

ss:

On this, the 12 day of April 2011, before me, a Notary Public, the undersigned officer, personally appeared John P. Reilly who acknowledged himself to be a President and CEO of Keltic Financial Services LLC, the general partner of Keltic Financial Partners, LP and that he, as such representative, being authorized to do so, executed the foregoing instrument, effective as of April 12 2011, for the purposes therein contained by signing on behalf of said entities as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Eileen O'Neill  
Notary Public  
My commission expires:

**EILEEN O'NEILL**  
Notary Public - State of New York  
No. 01ON6229630  
Qualified in Rockland County  
My Commission Expires October 12, 2014

**SCHEDULE A TO RIDER TO SECURITY AGREEMENT - TRADEMARKS**

<u>TRADEMARK</u>	<u>APP. OR REG. NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION OR FILING DATE</u>
Forgitron	3172364	USA	November 14, 2006