

04/25/2011

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



APR 25 2011

103623857

To the Director of the U.S. Patent and Trademark Office Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

HAVIS, INC.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State Pennsylvania
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☐ No

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

Execution Date(s) April 20, 2011

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: National Penn Bank

Internal

Address: P.O. Box 547

Street Address: Philadelphia and Reading Avenues

City: Boyetown

State: Pennsylvania

Country: U.S.A. Zip: 19512

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____

☒ Other Nat'l. Bank Assn Citizenship U.S.A.

If assignee is not domiciled in the United States, a domestic representative designation is attached ☐ Yes ☐ No
(Designations must be a separate document from assignment)

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

A Trademark Application No.(s)

76 / 698,849

B Trademark Registration No (s)

3,843,442

Additional sheet(s) attached? ☐ Yes ☒ No

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

HAVIS

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

Name Michael J. Gombar, Jr., Esquire

Internal Address: 1100 Berkshire Boulevard, Suite 201

Street Address: 1100 Berkshire Boulevard, Suite 201

City: Wyomissing

State: Pennsylvania Zip: 19610

Phone Number: 610-372-7700

Fax Number: 610-372-4865

Email Address: mgombar@masanobradley.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

04/26/2011 KNGUYEN1 00000042 3843442

01 F18321

40.00 US

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Michael J. Gombar, Jr., Esquire
Signature

April 20, 2011

Date

Michael J. Gombar, Jr., Esquire

Name of Person Signing

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

17

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the "Agreement") is made this 20th day of April, 2011, by and between NATIONAL PENN BANK, a national banking association, having an address at Philadelphia and Reading Avenues, Boyertown, Berks County, Pennsylvania 19512 (the "Bank") and HAVIS, INC., a Pennsylvania business corporation, having an address at 75 Jacksonville Road, Warminster, Bucks County, Pennsylvania 18974 (the "Borrower").

BACKGROUND

A. The Borrower and the Bank have entered into a certain loan and line of credit agreement dated the date hereof (as it may be amended from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, the Bank has agreed to make certain credit facilities available to the Borrower in the form of a line of credit and two (2) term loans in the aggregate amount of Twenty Million Dollars (\$20,000,000.00) (collectively, the "Loan").

C. To evidence the Borrower's obligations in connection with the Loan Agreement and the Loan, the Borrower has executed and delivered to the Bank three (3) promissory notes bearing even date herewith, wherein the Borrower promises to pay to the Bank the respective principal sums of Seven Million Dollars (\$7,000,000.00), Ten Million Dollars (\$10,000,000.00) and Three Million Dollars (\$3,000,000.00) (as they may be amended from time to time, collectively, the "Note").

D. As security for the Borrower's obligations under the Note and otherwise, the Borrower has agreed to grant to the Bank a first-lien security interest in all of its business assets under the terms and conditions contained in this Agreement.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants contained herein and intending to be legally bound, agree as follows:

1. Grant of Security Interest. To secure the payment of all sums and the performance of all obligations due the Bank from the Borrower, now existing or hereinafter incurred, including, without limitation, the payment of all sums due and the performance of all obligations due under the Note together with all of the Borrower's obligations under or in connection with any swap agreement (as defined in 11 U.S.C. § 101) with the Bank, the Borrower hereby grants to the Bank a first-lien security interest in and to all business assets of the Borrower including, without limitation, all equipment, inventory, accounts (including present and future accounts receivable), deposit accounts, chattel paper (including tangible chattel paper and electronic chattel paper), documents, general intangibles, goods, instruments, contract rights, letter of credit rights, payment intangibles, supporting obligations, books and records (including, but not limited to, manual records, computer runs, print outs, tapes, disks, software, programs, source codes and other computer prepared information and equipment of any kind), commercial tort claims, investment property, financial assets, machinery, fixtures and furnishings, policies of insurance and insurance proceeds and unearned premiums in connection therewith (as each of these terms may be defined in the Pennsylvania Uniform Commercial Code) and any and all other tangible and intangible assets of the

Borrower (excluding motor vehicles), including but not limited to (i) all copyrights, patents, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Exhibit "A" hereto, and (ii) all reissues, extensions or renewals thereof; the intellectual property set forth on Exhibit "A" attached hereto and made a part hereof, as well as all proceeds and products thereof (the "Collateral"), and all accessions, additions to, replacements for and substitutions of the foregoing, wherever located, now owned or hereafter acquired, together with all cash and noncash proceeds thereof, including the proceeds of any insurance policy payable by reason of loss or damage thereof, wherever located, including all Collateral located at 75 Jacksonville Road, Warminster, Bucks County, Pennsylvania and 47801 Anchor Court, Plymouth, Michigan (collectively, the "Premises"). As used herein, the term "proceeds" shall mean any tangible or intangible property received when any of the Collateral is sold, exchanged, leased, damaged or destroyed, or otherwise disposed of, including without limitation, cash, insurance proceeds for loss or damage, negotiable instruments, and other documents and non-cash proceeds.

2. Perfection of Security Interest. Concurrently with the execution of this Agreement, the Borrower hereby consents to the filing of UCC-1 Financing Statements necessary to perfect the security interest granted to the Bank herein, in a form satisfactory to counsel to the Bank. The Borrower also authorizes and requests that the Commissioner of the United States Patent & Trademark Office, Assignment Services Branch, and any other applicable governmental officer, record this Agreement. During the term of this Agreement, the Borrower consents to the filing of and shall execute and deliver all documents, certificates and statements, including continuation or termination statements and do all acts and things which may be reasonably necessary to perfect and continue perfected the security interest created by this Agreement and to protect the Collateral. The Borrower shall pay all costs of filing all financing, continuation or termination statements which are necessary with respect to the security interest created by this Agreement.

3. Covenants of Borrower. During the term of this Agreement and until the Bank has received payment in full of all principal, interest and other sums due under the Note and the payment in full of all sums due under the Loan, the Borrower covenants and agrees to:

(a) Keep and maintain the Collateral in good order and repair, ordinary wear and tear excepted, not waste, abandon, or conceal the tangible Collateral, and not use or allow the use of the Collateral in violation of any statute, ordinance or other rule, regulation or order of any governmental authority applicable to its use;

(b) Keep all of the Collateral which is insurable insured against loss by fire or other casualty in amounts and with companies reasonably acceptable to the Bank, cause the Bank to be named as lender loss payee on all such policies, and provide to the Bank copies of such policies or certificates evidencing the same upon request; provided that in the event the Borrower fails to procure or cause to be procured any such insurance or to timely pay or cause to be paid the

premium(s) on any such insurance, the Bank may do so for the Borrower, but the Borrower shall continue to be liable for the same;

(c) Except in the ordinary course of business, not, without the prior consent of the Bank, sell, transfer, convey title to, or lease any of the Collateral or relocate or move any item of the same from any of the Premises;

(d) Pay promptly, when due, all taxes, assessments and governmental charges of any nature upon and in relation to its ownership or use of any of its assets, income, or gross receipts for which the Borrower is liable, except to the extent such liabilities are being contested in good faith and with due diligence and the amount of such liabilities or the contest thereof does not have a material adverse effect on the financial condition of the Borrower, and not permit or suffer to remain any lien arising from any unpaid tax, assessment, levy or governmental charge on any item of the Collateral;

(e) Allow the Bank and its employees and agents access to the Premises to examine and inspect the Collateral at any and all reasonable times upon reasonable notice and wherever located;

(f) Except in the ordinary course of business, promptly notify the Bank, in writing, of any transfer of the Collateral from the Premises;

(g) Not permit anything to be done that may impair the value of any item of the Collateral or the security intended to be afforded by this Agreement;

(h) Provide thirty (30) days prior written notice to the Bank of: (i) any changes in its mailing address, the location of any of its respective places of business, of places where records concerning the Collateral are kept, or the establishment of any new, or the discontinuance of any existing place of business (provided that the Borrower shall establish any place of business outside of the United States without the Bank's prior written consent; and (ii) any changes in its name, its type of organization, jurisdiction of organization or other legal structure or organizational identification number;

(i) Immediately notify the Bank in writing in the event that the Borrower becomes a party to or obtains rights with respect to any commercial tort claim. Such notification shall include the information sufficient to describe such commercial tort claim, including, but not limited to, the parties to the claim, the court in which the claim was commenced, the docket number assigned to such claim, if any, a detailed explanation of the events that gave rise to the claim. The Borrower shall execute and deliver to the Bank all documents and/or agreements necessary to grant the Bank a security interest in such commercial tort claim to secure the Borrower's obligations under the Note. The Borrower hereby authorizes the Bank to file (without the signature of Borrower) initial financing statements or amendments, as Bank deems necessary to perfect its security interest in the commercial tort claim; and

(j) Provide the Bank with notice in writing of any letters of credit for which the Borrower is the beneficiary. The Borrower shall execute and deliver (or cause to be executed or delivered) to Bank, all documents and agreements as the Bank may require in order to obtain and perfect its security interest in such letter of credit rights.

4. Accounts.

(a) The Borrower shall be entitled to collect its accounts in the ordinary course of business.

(b) At any time after the occurrence of an Event of Default (defined in Section 5 below), the Bank may revoke the Borrower's right to collect accounts, may notify all of the Borrower's account debtors and obligors of accounts that the Bank has a security interest in the Borrower's accounts, and may direct all such persons to make payments to the Bank of all sums owing by them to the Borrower;

(c) In the event the Bank revokes the Borrower's right to collect accounts pursuant to Subsection (b) above, the Borrower shall: (i) hold in trust for the Bank all account collections received by the Borrower and list on schedules the name of each account debtor, the amount of each payment and such other information as the Bank may request, or (ii) deposit all account collections into a deposit account designated by the Bank.

(d) The deposit account designated by the Bank shall be subject to the Bank's sole control. The Bank, in its sole discretion at all times may apply sums in a deposit account to payment of the Borrower's obligations under the Loan and/or release sums in a deposit account to the Borrower.

(e) Any disbursement for costs and expenses incurred or paid by the Bank with respect to the enforcement, collection or protection of its interest in the Collateral, including reasonable attorneys' fees, court costs and similar expenses, if any, shall be added to and considered a part of the Borrower's liabilities secured by the Collateral and shall be recoverable as such in all respects.

5. Default. The occurrence of any one or more of the following shall constitute an "Event of Default" under this Agreement:

(a) Any "Default" as defined under the Loan Agreement, or any event entitling the Bank to immediate payment of all or any portion of the Loan pursuant to the terms of the Note and/or Loan Agreement or other instrument or agreement obtained by the Bank with respect to the Loan (collectively, the "Debt Instruments");

(b) Failure of the Borrower to pay when due (or upon demand with respect to demand indebtedness) the Loan or any portion thereof or any installment of principal or interest thereon;

(c) Any representation to the Bank by the Borrower hereunder, or by the Borrower or by any person or party directly or contingently liable for the Loan, if any (such person or party being sometimes herein referred to as an "Obligor") under or in connection with any Debt Instrument, shall prove to have been incorrect or misleading, or shall have become incorrect or misleading, in any material respect;

(d) The Borrower or any Obligor shall fail to perform any undertaking to the Bank herein or in any Debt Instrument or shall take or fail to take any action required to be taken or prohibited from being taken with respect to the Loan or the Collateral by agreement or provision of applicable law;

(e) The Borrower or any Obligor shall:

(i) Die, become insolvent, liquidate, dissolve, terminate, merge, consolidate or reorganize (if a corporation, partnership, trust or other business entity);

(ii) Suffer any material adverse change in financial condition or operations;

(iii) Discontinue or substantially reduce its business operations;

(iv) Make an assignment for the benefit of creditors;

(v) Apply for or suffer the appointment of a receiver for all or a substantial portion of its assets or any assets constituting Collateral;

(vi) Suffer or permit any lien to be imposed on a substantial portion of its assets or any assets constituting Collateral or any garnishment proceeding against the Bank as garnishee;

(vii) File or have filed against it any proceeding for liquidation, reorganization, or arrangement under the provisions of the United States Bankruptcy Code or any state or federal insolvency law.

(f) Any uninsured damage to or loss, theft or destruction in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate with respect to any portion of the Collateral.

6. Remedies. Upon the occurrence and during the continuance of any one or more of the foregoing Events of Default, the Loan (or any portion thereof designated in writing by the Bank) shall, at the option of the Bank, be immediately due and payable without notice or demand (notice and demand being hereby expressly waived by the Borrower), and the Bank shall have with respect to the Collateral, in addition to such rights as may be granted to the Bank herein and in the Debt Instruments, all rights and remedies available to a secured party under the Pennsylvania Uniform Commercial Code and the Loan Agreement. In furtherance thereof, the Bank may:

(a) Take possession of any Collateral, books and records and computer materials relating to Collateral not then in its custody, and the Borrower will at the Bank's request assemble same and deliver them to any reasonably convenient location designated by the Bank;

(b) Peaceably, by its own means or within judicial assistance, enter the Borrower's or any other premises and take possession of the Collateral and secure, remove or dispose of it on the Premises and the Borrower will not resist or interfere with any such action;

(c) Sell or otherwise dispose of the Collateral at one or more public or private sales without advertisement or notice except as required by law (it being understood that notice of any intended public or private sale or other disposition shall be deemed to have been reasonably made if delivered or mailed, postage prepaid, to the Borrower at the address of the Borrower set forth in the records of the Bank at least five (5) days prior to the date of public sale or the date after which the private sale or other disposition is to be consummated);

(d) Purchase the Collateral or any portion thereof to any public sale or, as to any item of Collateral customarily sold in a recognized market or subject to widely distributed standard price quotations, at a private sale, in either event free of all rights of redemption of the Borrower;

(e) Setoff against the Loan any balance, share or assets in any deposit, trust, agency or other accounts of the Borrower or any sum owing by the Bank to the Borrower and such setoff shall be deemed made at the time of the Event of Default even though the confirming entry on the records of the Bank may be subsequently made;

(f) Collect from any account debtor or other obligor on the Collateral all or any portion of the sums due thereon and in the course thereof the Bank may:

(i) Require that payment thereon be made directly to the Bank;

(ii) Require that all mail of the Borrower be delivered to the Bank (the Bank shall return to the Borrower any mail not related to the Collateral);

(iii) Adjust, settle or compromise any account or other item of Collateral when, in the discretion of the Bank, deemed advisable or entered into any arrangement with respect thereto; and

(iv) Endorse in the name of the Borrower any instrument of payment received with respect to the Collateral and, in the name of the Borrower, enter into any related release, agreement or arrangement (such endorsement or entry to be effective as that of the Borrower for all purposes);

(g) Take lawful actions with respect to the Collateral in its name, or that of the Borrower, as may be necessary or, in the discretion of the Bank, advisable in the implementation of the Bank's remedies. Remedies of the Bank may be exercised separately or concurrently in the discretion of the Bank. The Borrower shall be liable to the Bank for all reasonable out-of-pocket

expenses incurred by the Bank in connection with the exercise of its remedies hereunder, including the reasonable fees of the Bank's counsel and costs of suit, and all fees, commissions and charges of any warehouseman, salesbroker, appraiser, finder, consultant or other agent engaged by the Bank for the purpose of repossession, maintenance, collection and disposition of the Collateral (all herein referred to as the "Collection Costs") and same shall, except as otherwise required by the context, be included in the Loan, as defined herein. The proceeds of the collection, sale or other disposition of the Collateral shall be applied first to the Collection Costs, then to the Loan, and the balance, if any, to be paid to the Borrower. The Borrower will remain liable to the Bank for all Collection Costs and the balance of the Loan remaining unpaid after the above application of the proceeds of Collateral, as provided herein.

(h) All rights and remedies granted to the Bank hereunder and under the Debt Instruments, or otherwise available at law or in equity, shall be deemed concurrent and cumulative, and not alternative remedies, and the Bank may proceed with any number of remedies at the same time until the Borrower's obligations under the Note and the other Debt Instruments are satisfied in full. The exercise of any one right or remedy shall not be deemed a waiver or release of any other right or remedy, and the Bank, upon or at any time after the occurrence of an Event of Default, may proceed against the Borrower, at any time, under any agreement, with any available remedy in any order.

7. Other Warranties and Agreements of the Borrower. In addition to and not in limitation of such rights as the Bank may have by law or agreement, the Borrower makes the following warranties and agreements with the Bank:

(a) The Borrower warrants, represents and agrees that each item of Collateral is, and will remain at all times prior to payment in full of the Loan, the sole property of the Borrower, free and clear of any lien, encumbrance, security interest or claim of adverse interest, other than interests granted to the Bank herein.

(b) The Borrower agrees to deliver to the Bank all chattel paper, promissory notes, documents and other writings evidencing the Collateral, duly endorsed or assigned and at any time and from time to time, to execute and deliver to the Bank such certificates of interest, instruments of assignment, financing statements, confirmations, documents required to assign amounts due to the Borrower from the United States or any agency or instrumentality thereof under the Assignment of Claims Act, and other instruments as the Bank may, in its sole discretion, deem necessary or advisable to perfect the security interest of the Bank in the Collateral or to implement and continue the rights of the Bank with respect thereto and to pay all costs incurred by the Bank in the filing, recording, releasing or terminating of the foregoing. The Bank shall have no duty or obligation to the Borrower, or any other party, to perfect the security interest of the Bank in the Collateral.

(c) At all times prior to payment in full of the Loan, the Borrower will:

(i) Collect its accounts and sell its inventory only in the ordinary course of business in accordance with its usual and customary practices with respect to terms of sale, credits, allowances and credit policies;

(ii) Maintain accurate and complete books and records with respect to the Collateral at the Premises;

(iii) Except in the ordinary course of business, maintain the Collateral at the Premises;

(iv) In accordance with the Loan Agreement, provide the Bank with periodic reports acceptable to the Bank indicating the amount and aging of all accounts, by customer;

(v) Permit the Bank to inspect, copy and verify all invoices, shipping documents, credit reports and other records maintained by the Borrower with respect to the Collateral; and

(vi) Upon notice from the Bank, cause all proceeds of its accounts to be directed to a lock box in the name of the Bank for processing by the Bank in accordance with the Bank's usual lock box procedures, instruments of payment to be endorsed in the name of the Borrower by the Bank for collection, and proceeds to be applied, in the discretion of the Bank, against the Loan.

(d) With respect to each item of Collateral, the Borrower will, at its expense:

(i) Take all action necessary to protect, preserve and maintain the interest of the Borrower and the Bank therein free and clear of any liens, encumbrances, security interests or other adverse claims except for Permitted Liens as defined under the Loan Agreement; and

(ii) Preserve and maintain the Collateral in good working order, and protect it from deterioration (other than normal wear), theft or other hazard.

(e) The Bank shall have the right at any time and from time to time, without notice to or further consent of the Borrower and without incurring any obligation to the Borrower or impairing its security interest in any Collateral:

(i) To inspect the Collateral and all books, records and other documents of the Borrower pertaining to the Collateral and make extracts therefrom and require any certificate of title or document evidencing the Collateral to be delivered to the custody of the Bank;

(ii) To take any action with respect to the Collateral required of the Borrower pursuant to this Security Agreement upon failure by the Borrower to do so (though the Bank shall be under no obligation to take any such action) and to charge the cost thereof to the Borrower, which cost shall be payable on demand, with interest at the highest rate extant under the Note;

(iii) To subordinate or exchange any item of Collateral or surrender or release any such item or compromise or release the obligation of any person or entity jointly, severally or contingently liable with the Borrower or any Obligor with respect to the Loan;

(iv) To transfer any item of Collateral to an assignee in conjunction with the assignment of all or any portion of the Loan (in which event the Bank will have no further responsibility with respect to the item of Collateral transferred); and

(v) To notify any insurer with respect to any item of Collateral or any Obligor thereon of the security interest of the Bank therein and to collect all sums owing to the Borrower thereon and to compromise same if, in the discretion of the Bank, such compromise shall be deemed advisable and endorse or execute for such purpose in the name of the Borrower any instrument of payment or release or compromise received with respect thereto, such endorsement and execution to be effective as that of the Borrower for all purposes.

(f) Failure by the Bank to exercise any right or to take any action with respect to any Collateral in Bank's possession shall not be deemed a failure to exercise ordinary care in the custody and preservation of such Collateral, if the availability of the right or action is known to the Borrower, and the Borrower shall not have recommended in writing to the Bank a course of action with respect thereto. The Bank shall be deemed to have exercised reasonable care if it shall, with respect to such Collateral, take any action requested in writing by the Borrower; provided, however, that failure to take any action so requested shall not in and of itself be deemed a failure to exercise reasonable care.

(g) The Borrower hereby renounces any rights of notification of sale the Borrower may have pursuant to Section 9611 of the Pennsylvania Uniform Commercial Code. The Borrower acknowledges that this renunciation is intended to be a renunciation after default, as described in Section 9611 of the Pennsylvania Uniform Commercial Code.

8. General. This Agreement shall apply with respect to any future loan of the Bank to the Borrower and to all after-acquired Collateral as and when same shall arise, and may be terminated with respect to future Collateral or loans only by written notice of termination by the Borrower, effective upon actual receipt by the Bank. This Agreement shall continue to apply after receipt of notice of termination to all Collateral then existing and thereafter arising until such time as the Loan then outstanding, and any renewals or extensions thereof and the Loan thereafter incurred pursuant to any commitment to lend or extend credit outstanding to the Borrower or any of them (or to any third party upon the guaranty or accommodation of the Borrower or any of them) as of the date and time of receipt by the Bank of such notice of termination shall have been paid in full. This Agreement shall be supplemented to, and not in substitution of, any and all prior security agreements granted by the Borrower to the Bank, nor shall this Agreement be superseded by any future security agreement granted by the Borrower to the Bank unless so stated in such subsequent security agreement.

For the purposes of exercising the Bank's rights hereunder and under the Debt Instruments, the Borrower does hereby make, constitute and appoint any officer or agent of the Bank as the Borrower's true and lawful attorney-in-fact with power to sign and endorse the name of the Borrower on any notes, checks, drafts, money orders, or other instruments of payment of Collateral that may come into possession of the Bank in full or part payments of any amounts owing to the Borrower, to sign and endorse the name of the Borrower on any invoice, freight or express bill, bill

of lading, storage or warehouse receipts, drafts against account debtors, assignments, verifications and notices in connection with accounts, and any instruments or document relating thereto or to the Borrower's rights therein, to give written notice in the name of the Borrower to officers and officials of the United States Post Office to effect a change or changes of address so that all mail addressed to the Borrower may be delivered directly to the Bank, to transfer title to any Collateral to the name of the Bank, granting the Borrower's said attorney full power to do any and all things necessary to be done in and about the Premises as fully and effectually as the Borrower might or could do, and hereby ratifying all that said attorney shall lawfully do so cause to be done by virtue hereof, this power of attorney shall be irrevocable until payment in full of the Loan.

9. Miscellaneous.

(a) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

(b) Construction. This Agreement shall be construed, governed and enforced in accordance with the laws (but not the law of conflict of laws) of the Commonwealth of Pennsylvania.

(c) Severability. Any provision contained in this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(d) Notices. All notices required or permitted under this Agreement shall be in writing and shall be given in compliance with the provisions for notices set forth in the Section 9(j) of the Loan Agreement.

(e) Headings. The headings to the sections of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed, to modify, define, limit or expand the intent of the parties as expressed in this Agreement.

(f) Acceptance of Cure. Unless otherwise stated in the Loan Agreement, nothing contained in this Agreement shall be deemed to compel the Bank to accept a cure of any Event of Default hereunder.

(g) Waiver. No omission or delay by the Bank in exercising any right or power under this Agreement, the Loan Agreement or any related agreements and documents will impair such right or power or be construed to be a waiver of any Event of Default or an acquiescence therein, and any single or partial exercise of any such right or power will not preclude other or further exercise thereof or the exercise of any other right, and as to the Borrower no waiver will be valid unless in writing and signed by the Bank and then only to the extent specified.

(h) Indemnity. The Borrower releases and shall indemnify, defend and hold harmless the Bank and its respective officers, employees and agents, of and from any claims, demands, liabilities, obligations, judgments, injuries, losses, damages and costs and expenses (including, without limitation, reasonable attorneys fees) resulting from (i) acts or conduct of the Borrower hereunder, pursuant to or related to this Agreement, (ii) the breach or violation by Borrower of any representation, warranty, covenant or undertaking contained in this Agreement, (iii) the failure of Borrower to comply with any or all laws, statutes, ordinances, governmental rules, regulations or standards, whether federal, state or local, or court or administrative orders or decrees, and (iv) any claim by any other creditor of the Borrower against the Bank, arising out of any transaction whether hereunder or in any way related to this Agreement or the Loan Agreement, and all costs, expenses, fines, penalties or other damages resulting therefrom, unless resulting solely from acts or conduct of the Bank constituting willful misconduct or gross negligence.

IN WITNESS WHEREOF, the parties have executed this Security Agreement as of the day and year first above written.

HAVIS, INC.

By: 

Joseph P. Bernert, III, President

"Borrower"

NATIONAL PENN BANK

By: 

Bruce G. Smith, Executive Vice President

"Bank"

Exhibit "A"
Intellectual Property

PATENTS

1.	A. Patent Serial No.:	642,815
	B. Patent No.:	5,154,507
2.	A. Patent Serial No.:	885,867
	B. Patent No.:	5,198,600
3.	A. Patent Serial No.:	07 / 861,361
	B. Patent No.:	5,064,988
4.	A. Patent Serial No.:	639,061
	B. Patent No.:	4,612,609
5.	A. Patent Serial No.:	
	B. Patent No.:	0071558
6.	A. Patent Serial No.:	
	B. Patent No.:	545,058
7.	A. Patent Serial No.:	407,831
	B. Patent No.:	1,190,907
8.	A. Patent Serial No.:	404,333
	B. Patent No.:	4,502,103
9.	A. Patent Serial No.:	
	B. Patent No.:	555,697
10.	A. Patent Serial No.:	
	B. Patent No.:	0100294
11.	A. Patent Serial No.:	433,535
	B. Patent No.:	1,222,493
12.	A. Patent Serial No.:	111,970
	B. Patent No.:	311,592
13.	A. Patent Serial No.:	285,944
	B. Patent No.:	4,755,916
14.	A. Patent Serial No.:	29 / 088,142
	B. Patent No.:	429,251
15.	A. Patent Serial No.:	29 / 228,453
	B. Patent No.:	USD526,680S
16.	A. Patent Serial No.:	29 / 252,698
	B. Patent No.:	D557,442S

17. A. Patent Serial No.: 11 / 084,900
B. Patent No.: 7,211,907
18. A. Patent Serial No.: 08 / 489,984
B. Patent No.: 5,563,452
19. A. Patent Serial No.: 07 / 835,49
B. Patent No.: 5,272,386
20. A. Patent Serial No.: 07 / 341,224
B. Patent No.: 4,950,913
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TRADEMARKS

1. A. Trademark Application No.: 74 / 178,493
B. Trademark Registration No.: 1,807,319
C. Identification or Description: ALPHA 2000
2. A. Trademark Application No.:
B. Trademark Registration No.: 1,924,565
C. Identification or Description: QUESTAR
3. A. Trademark Application No.: 73 / 561,049
B. Trademark Registration No.: 1,392,272
C. Identification or Description: COLLINS DYNAMICS
4. A. Trademark Application No.: 76 / 667,108
B. Trademark Registration No.: 3,350,756
C. Identification or Description: COLLINS DYNAMICS
5. A. Trademark Application No.: 292,701
B. Trademark Registration No.: 1,213,183
C. Identification or Description: KWIK-RAZE
6. A. Trademark Application No.: 76 / 439,536
B. Trademark Registration No.: 2,796,974
C. Identification or Description: HAVIS SHIELDS HS
7. A. Trademark Application No.: 76 / 563,384
B. Trademark Registration No.: 2,912,582
C. Identification or Description: CONSOLIDATOR
8. A. Trademark Application No.: 76 / 439,539
B. Trademark Registration No.: 2,796,975
C. Identification or Description: MAGNA FIRE 3000

9. A. Trademark Application No.: 76 / 676,040
B. Trademark Registration No.: 3,447,326
C. Identification or Description: MAGNAFIRE
10. A. Trademark Application No.: 76 / 528,664
B. Trademark Registration No.: 2,902,121
C. Identification or Description: BROW MOUNT
11. A. Trademark Application No.:
B. Trademark Registration No.: 3,447,327
C. Identification or Description: KWIK-KIT
12. A. Trademark Application No.:
B. Trademark Registration No.: 3,447,328
C. Identification or Description: KWIK-STRIKE
13. A. Trademark Application No.:
B. Trademark Registration No.:
C. Identification or Description: INTENSEFIRE
14. A. Trademark Application No.: 76 / 674,324
B. Trademark Registration No.: 3,403,744
C. Identification or Description: STOUT MOUNT
15. A. Trademark Application No.: 76 / 676,043
B. Trademark Registration No.: 3,350,755
C. Identification or Description: DYLANO
16. A. Trademark Application No.: See¹
B. Trademark Registration No.:
C. Identification or Description: QWICK LIGHT TOWERS
17. A. Trademark Application No.: See¹
B. Trademark Registration No.:
C. Identification or Description: LUMITEC
18. A. Trademark Application No.: 76 / 692,470
B. Trademark Registration No.:
C. Identification or Description: HAVIS EQUIPPED
19. A. Trademark Application No.: 76 / 694,605
B. Trademark Registration No.:
C. Identification or Description: IDLERIGHT
20. A. Trademark Application No.: See¹
B. Trademark Registration No.:
C. Identification or Description: TITAN MOUNT

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|-----|-----------------------------------|---------------------|
| 21. | A. Trademark Application No.: | 74 / 106,138 |
| | B. Trademark Registration No.: | 1,659,573 |
| | C. Identification or Description: | CHARGE GUARD |
| 22. | A. Trademark Application No.: | 77 / 479,954 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | LED CO |
| 23. | A. Trademark Application No.: | 77 / 479,832 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | TUFF HUB |
| 24. | A. Trademark Application No.: | 77 / 479,830 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | SIDE WINDER |
| 25. | A. Trademark Application No.: | 77 / 513,159 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | LED CO-CHARGE GUARD |
| 26. | A. Trademark Application No.: | 77 / 484,943 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | TUFF DOCK |
| 27. | A. Trademark Application No.: | 77 / 513,160 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | LED CO-CHARGE GUARD |
| 28. | A. Trademark Application No.: | 77 / 513,162 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | LED CO-CHARGE GUARD |
| 29. | A. Trademark Application No.: | See ¹ |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | GENESIS |
| 30. | A. Trademark Application No.: | 77 / 480,161 |
| | B. Trademark Registration No.: | |
| | C. Identification or Description: | COBRA SWING ARM |
| 31 | A. Trademark Application No.: | 76 / 698,849 |
| | B. Trademark Registration No.: | 3,843,442 |
| | C. Identification or Description: | HAVIS |

¹ This item reflects a current trademark disclosure made by employees of the conveying parties. A trademark application has not yet been filed with USPTO at this time

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April 21, 2011

*Member of PA and NJ Bars

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Assignment Services Branch
P.O. Box 1450
Alexandria, VA 22313

Re: Trademark Assignment Recordation
Havis, Inc. to National Penn Bank

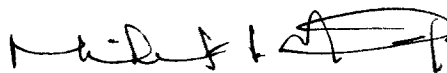
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Kindly find enclosed with this letter one (1) original and one (1) copy of a Trademark Recordation Form Cover Sheet with attachments for the above-referenced matter. I have also enclosed a check in the amount of Forty Dollars (\$40.00) (Trademarks) made payable to "United States Patent & Trademark Office" for filing of this document.

At your earliest convenience, please file the original and time-stamp the copy. Thereafter, please return the time-stamped copy to me in the enclosed, self-addressed stamped envelope. Thank you in advance for your cooperation in this matter. Should you have any questions, please do not hesitate to contact me.

Very truly yours,

MASANO ♦ BRADLEY



Michael J. Gombar, Jr.

MJG/skb

Enclosures

cc: Bruce G. Smith, Executive Vice President (w/enclosure)