

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
GVM, Inc.		06/07/2011	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association, as Agent
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3873142	AGJUNCTION
Serial Number:	85121490	AGRIPROBE
Serial Number:	85226226	AGRIWAVE
Registration Number:	3166787	FUSION
Registration Number:	2615362	GVM
Registration Number:	2564582	PREDATOR
Registration Number:	3959614	PROBE2PROWLER
Registration Number:	2407269	PROWLER

CORRESPONDENCE DATA

Fax Number: (215)557-2049
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (215) 988-6991
 Email: tarbox@blankrome.com
 Correspondent Name: Olivia H. Tarbox, Paralegal

900193993

TRADEMARK
REEL: 004557 FRAME: 0439

CH \$215.00 3873142

Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-01835

NAME OF SUBMITTER: Olivia H. Tarbox

Signature: /Olivia H. Tarbox/

Date: 06/09/2011

Total Attachments: 10

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 7th day of June, 2011 by GVM, Inc., a Pennsylvania corporation (the "Grantor"), in favor of PNC Bank, National Association, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

WITNESSETH

WHEREAS, Grantor and GVM West, Ltd., as borrowers (collectively, the "Borrowers"), Lenders and Agent are parties to that certain Revolving Credit, Term Loan and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Borrowers have granted to Agent, for the benefit of Lenders, a security interest in substantially all of the assets of Borrowers including all right, title and interest of Borrowers in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Borrowers' trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the

"Trademarks" and "Patents" respectively), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. Upon the occurrence of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks and/or Patents covered hereby. Upon an Event of Default under the Loan Agreement, Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and/or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations, Warranties and Agreements. Grantor hereby represents and warrants that the Trademarks listed on Schedule I and the Patents listed on Schedule II hereto constitute all Trademarks and Patents owned or registered to Grantor as of the date of this Agreement.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.


6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST ANY BORROWER WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT, THE OTHER DOCUMENTS OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN

THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND, AS THE CASE MAY BE, IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR BY NATIONALLY RECOGNIZED OVERNIGHT COURIER DIRECTED TO SUCH PARTIES AT THEIR ADDRESSES SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILES OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWERS IN THE COURTS OF ANY OTHER JURISDICTION. EACH PARTY HERETO WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. EACH PARTY HERETO WAIVES THE RIGHT TO REMOVE ANY JUDICIAL PROCEEDING BROUGHT AGAINST SUCH BORROWER IN ANY STATE COURT TO ANY FEDERAL COURT. ANY JUDICIAL PROCEEDING BY BORROWERS AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GVM, INC.

By: 
Name: Mark W. Anderson
Title: President

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: John J. Shields, Jr.
Title: Senior Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]

TRADEMARK
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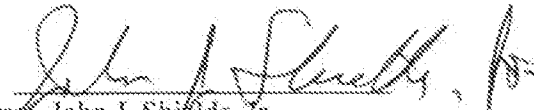
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GVM, INC.

By: _____
Name: Mark W. Anderson
Title: President

Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

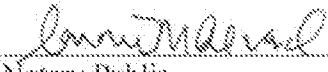
By: 
Name: John I. Shields, Jr.
Title: Senior Vice President

**[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(TRADEMARKS AND PATENTS)]**

COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Adams* :

On this 2nd of June, 2011, before me personally appeared Mark W. Anderson, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of GVM, Inc., that he signed the within Agreement pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


.....
Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Connie M. Alvord, Notary Public
City of Harrisburg, Dauphin County
My Commission Expires Dec. 31, 2013

[NOTARY ACKNOWLEDGMENT -- INTELLECTUAL PROPERTY SECURITY
AGREEMENT (TRADEMARKS AND PATENTS)]

TRADEMARK
REEL: 004557 FRAME: 0446

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Country</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Status</u>	<u>Filing Date</u>	<u>Reg. Date</u>	<u>Expiration Date</u>
AGJUNCTION	United States of America	85/000,718	3,873,142	Registered	29-Mar-2010	09-Nov-2010	09-Nov-2020
AGRIPROBE	United States of America	85/121,490		Published	02-Sep-2010		
AGRIWAVE	United States of America	85/226,226		Published	26-Jan-2011		
FUSION	United States of America	78/695,593	3,166,787	Registered	18-Aug-2005	31-Oct-2006	31-Oct-2012
GVM	Australia	823336	823336	Registered	14-Feb-2000	17-Apr-2001	14-Feb-2020
GVM	Canada	120485	633848	Registered	28-Jan-2004	25-Feb-2005	25-Feb-2020
GVM	New Zealand	608265	608265	Registered	14-Feb-2000	07-Sep-2000	14-Feb-2017
GVM	United States of America	76/355,624	2,615,362	Registered	07-Jan-2002	03-Sep-2002	03-Sep-2012
PREDATOR	Canada	120487	631455	Registered	28-Jan-2004	28-Jan-2005	28-Jan-2020
PREDATOR	United States of America	76/159,637	2,564,582	Registered	06-Nov-2000	23-Apr-2002	23-Apr-2022
PROBE2PROWLER	United States of America	85/024,370	3,959,614	Registered	27-Apr-2010	10-May-2011	10-May-2017
PROWLER	Australia		823402	Registered	14-Feb-2000	24-Sep-2001	14-Feb-2020
PROWLER	Canada	120486	632180	Registered	28-Jan-2004	07-Feb-2005	07-Feb-2020
PROWLER	New Zealand	608266	608266	Registered	14-Feb-2000	18-Aug-2000	14-Feb-2017

PROWLER United States of America 75/697,370 2,407,269 Registered 03-May-1999 21-Nov-2000 21-Nov-2020

SCHEDULE II

PATENT REGISTRATIONS

Client/matter No.	Country	Application No.	Filing Date	Status Lapsed due to nonpayment of Maint. Fee	Patent No.	Issue Date	Expiration Date
16009-0006	United States of America	09/498,202	04-Feb-2000	Maint. Fee	6,311,995	06-Nov-2001	
16009-0006	Europe	PCT/US2000/40543	01-Aug-2000	Abandoned			
16009-0007	United States of America	09/479,115	07-Jan-2000	Issued	6,209,808	03-Apr-2001	07-Jan-2020
16009-0009	Europe	PCT/US2000/014979	31-May-2000	Inactive			
16009-0016	United States of America	61/349,695	28-May-2010	Provisional filed			28-May-2011
16009-0017	United States of America	61/349,703	28-May-2010	Provisional filed			28-May-2011
16009-0018	United States of America	61/349,707	28-May-2010	Provisional filed			28-May-2011
16009-0019	United States of America	61/358,840	25-Jun-2010	Provisional filed			25-Jun-2011
16009-0020	United States of America	61/363,416	12-Jul-2010	Provisional filed			12-Jul-2011

EXHIBIT 1

TRADEMARK/PATENT ASSIGNMENT

WHEREAS, [.....] ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof ("Trademarks") and (ii) patents listed on Schedule II attached hereto and made a part hereof ("Patents") which are registered in the United States Patent and Trademark Office; and

WHEREAS, ("Grantee"), having a place of business at, is desirous of acquiring said [Trademarks/Patents];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated April __, 2010 between Grantor, certain of its affiliates and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent Assignment to be executed as of the ____ day of

[.....]

By:.....
Attorney-in-fact

Witness: