

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
Allerquest, LLC		06/29/2011	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Liberty Bank		
Street Address:	315 Main Street		
Internal Address:	Attn: Commercial Lending		
City:	Middletown		
State/Country:	CONNECTICUT		
Postal Code:	06457		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1590467	PRE-PEN	
CORRESPONDENCE DATA			
Fax Number:	(860)343-0568		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	860-344-1767		
Email:	jboccalatte@fgb-law.com		
Correspondent Name:	John Boccalatte		
Address Line 1:	141 Broad Street		
Address Line 4:	Middletown, CONNECTICUT 06457		
NAME OF SUBMITTER:	John Boccalatte		
Signature:	/John Boccalatte/		
Date:	07/07/2011		

OP \$40.00 1590467

Total Attachments: 5

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SECRETARY OF THE STATE OF CONNECTICUT

MAILING ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, P.O. BOX 150470, HARTFORD, CT 06115-0470

DELIVERY ADDRESS: COMMERCIAL RECORDING DIVISION, CONNECTICUT SECRETARY OF THE STATE, 30 TRINITY STREET, HARTFORD, CT 06106

PHONE: 860-509-6002

WEBSITE: www.concord-sots.ct.gov

**STATE OF CONNECTICUT
UCC-1 FINANCING STATEMENT**

USE INK. COMPLETE ALL SECTIONS. PRINT OR TYPE. ATTACH 8 1/2 X 11 SHEETS IF NECESSARY.

FILING PARTY <i>(CONFIRMATION WILL BE SENT TO THIS ADDRESS):</i> CUSTOMER ID: NAME: John L. Boccalatte, Esquire ADDRESS: Farrell, Guarino & Boccalatte, P.C. 141 Broad Street CITY: Middletown STATE: CT ZIP: 06457	FILING FEE: \$50 MAKE CHECKS PAYABLE TO "SECRETARY OF THE STATE"											
1. DEBTOR'S EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (1A OR 1B) - DO NOT ABBREVIATE OR COMBINE NAMES												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; vertical-align: middle;">OR</td> <td style="border: 1px solid black; padding: 2px;">1A. ORGANIZATION'S NAME</td> <td colspan="3" style="border: 1px solid black; padding: 2px;">Allerquest, LLC</td> </tr> <tr> <td></td> <td style="border: 1px solid black; padding: 2px;">1B. INDIVIDUAL'S</td> <td style="border: 1px solid black; padding: 2px;">LAST NAME</td> <td style="border: 1px solid black; padding: 2px;">FIRST NAME</td> <td style="border: 1px solid black; padding: 2px;">MIDDLE</td> <td style="border: 1px solid black; padding: 2px;">SUFFIX</td> </tr> </table>		OR	1A. ORGANIZATION'S NAME	Allerquest, LLC				1B. INDIVIDUAL'S	LAST NAME	FIRST NAME	MIDDLE	SUFFIX
OR	1A. ORGANIZATION'S NAME	Allerquest, LLC										
	1B. INDIVIDUAL'S	LAST NAME	FIRST NAME	MIDDLE	SUFFIX							
1C. MAILING ADDRESS: ADDRESS: 10 Farmington Valley Drive Suite 106 CITY: Plainville STATE: CT ZIP: 06062 COUNTRY: USA												
ADD'L INFO RE ORGANIZATION DEBTOR												
1D. TYPE OF ORGANIZATION <input style="width: 90%;" type="text" value="Limited Liability Company"/>	1E. JURISDICTION OF ORGANIZATION <input style="width: 90%;" type="text" value="Connecticut"/>	1F. ORGANIZATIONAL ID # OPTIONAL <input style="width: 90%;" type="text"/>										
2. ADDITIONAL DEBTORS EXACT FULL LEGAL NAME - INSERT ONLY ONE DEBTOR NAME (2A OR 2B) - DO NOT ABBREVIATE OR COMBINE NAMES												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; vertical-align: middle;">OR</td> <td style="border: 1px solid black; padding: 2px;">2A. ORGANIZATION'S NAME</td> <td colspan="3" style="border: 1px solid black; padding: 2px;"></td> </tr> <tr> <td></td> <td style="border: 1px solid black; padding: 2px;">2B. INDIVIDUAL'S</td> <td style="border: 1px solid black; padding: 2px;">LAST NAME</td> <td style="border: 1px solid black; padding: 2px;">FIRST NAME</td> <td style="border: 1px solid black; padding: 2px;">MIDDLE</td> <td style="border: 1px solid black; padding: 2px;">SUFFIX</td> </tr> </table>		OR	2A. ORGANIZATION'S NAME					2B. INDIVIDUAL'S	LAST NAME	FIRST NAME	MIDDLE	SUFFIX
OR	2A. ORGANIZATION'S NAME											
	2B. INDIVIDUAL'S	LAST NAME	FIRST NAME	MIDDLE	SUFFIX							
2C. MAILING ADDRESS: ADDRESS: CITY: STATE: ZIP: COUNTRY:												

ADDITIONAL INFORMATION REORGANIZATION DEBTOR

2D. TYPE OF ORGANIZATION:	2E. JURISDICTION OF ORGANIZATION:	2F. ORGANIZATIONAL ID # OPTIONAL
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3. SECURED PARTY'S NAME (OR NAME OF TOTAL ASSIGNEE OF ASSIGNOR S/P) - INSERT ONLY ONE SECURED PARTY NAME (3A, OR 3B):

OR	3A. ORGANIZATION'S NAME			
	Liberty Bank			
	3B. INDIVIDUAL'S			
	LAST NAME	FIRST NAME	MIDDLE	SUFFIX

3C. MAILING ADDRESS:

ADDRESS: 315 Main Street

CITY: Middletown

STATE: CT ZIP: 06457 COUNTRY: USA

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:

1) All of Debtor's right, title and interest in and to Pre-Pen(R) and U.S. Trademark Reg. No. 1590467. 2) All assets of Debtor, including without limitation, all of Debtor's present and future right, title and interest in and to any and all of its assets and personal property, whether now existing or hereafter created (the "Collateral"), including, without limitation, Inventory and Goods, Accounts (including Health Care Insurance Receivables), Instruments (including Promissory Notes, Documents and Chattel Paper), Deposit Accounts, Letter of Credit Rights, Equipment (including any Accessions thereto), Chattel Paper (whether or electronic), Farm Products and Fixtures, General Intangibles (including Payment Intangibles and Software), Investment Property (including Certificated Securities, Uncertificated Securities and Security Entitlements), Motor Vehicles and Commercial Tort Claims together, in each instance, with any Supporting Obligations related thereto and all renewals, substitutions, replacements, additions, accessories, rental payments, products and Proceeds (including, without limitation, insurance proceeds) thereof. See Exhibit A for definitions applicable to the Collateral.

5. ALTERNATIVE DESIGNATION:

- LESSEE/LESSOR
- CONSIGNEE/CONSIGNOR
- BAILEE/BAILOR
- SELLER/BUYER

6. OPTIONAL FILER REFERENCE DATA:

Allerquest, LLC, Debtor
10 Farmington Valley Drive, Suite 106, Plainville, CT 06062
to
Liberty Bank, Secured Party
315 Main Street, Middletown, Connecticut 06457

Exhibit A to UCC-1 Financing Statement

(a) The term “**Accounts**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, any right to payment held by Debtor, whether in the form of accounts receivable, notes, drafts, acceptances, health care receivables, Health Care Insurance Receivables, credit card receivables or other forms of obligations and receivables now or hereafter received by or belonging to Debtor for Inventory sold or leased by it or for services rendered by it whether or not earned by performance, together with all Supporting Obligations and guarantees and security therefor and all proceeds thereof, whether cash proceeds or otherwise, including, without limitation, all right, title and interest of Debtor in the goods or Inventory which gave rise thereto, including, without limitation, the right of stoppage in transit and all reclaimed, returned, rejected, rerouted or repossessed Inventory and all rights Debtor may have or acquire for securing or enforcing the foregoing, including without limitation, the rights to reserves, deposits, income tax refunds, choses in action, judgments, insurance proceeds and all other rights of Debtor to receive payments therefore.

(b) The term “**Article 9**” shall mean Article 9 of the Uniform Commercial Code.

(c) The term “**Chattel Paper**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a written document or records or electronic record or records which evidence both a monetary obligation and a security interest in or a lease of specific goods, a security interest in specific goods and license of software used in the goods, a lease of specific goods, or a lease of specific goods and license of software used in the goods, whether now or hereafter held by Debtor.

(d) The term “**Commercial Tort Claims**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, claims arising in tort with respect to which (i) the claimant is an organization (a corporation, limited liability company, limited partnership, general partnership, joint venture or other organization or entity) or (ii) the claimant is an individual and the claim (1) arose in the course of the claimant’s business or profession and (2) does not include damages arising out of personal injury to or the death of an individual.

(e) The term “**Deposit Accounts**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to any deposit account with a financial institution, whether now existing or hereafter arising, together with the rights to withdraw from said Deposit Accounts and make deposits to the same.

(f) The term “**Equipment**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, all the machinery, equipment, furniture, tools, goods, Farm Products and Fixtures and other tangible personal property, excluding Motor Vehicles and Inventory, now owned or hereafter acquired by Debtor and all additions and accessions thereto and substitutions and replacements therefor, including without limitation, all tools, dies, molds and similar assets, furniture and furnishings.

(g) The term “**Farm Products**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, goods, other than standing timber, with respect to which debtor is engaged in a farming operation and which are (A) crops grown, growing or to be grown including (crops produced on trees, vines and bushes and aquatic goods produced in aquacultural operations), livestock, born or unborn, including aquatic goods produced in aquacultural operations; supplies used or produced in a farming operation, or products of crops or livestock in their unmanufactured states.

(h) The term “**Fixtures**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to goods that have become so related to particular real property that an interest in them arises under applicable real property law.

(i) The term “**General Intangibles**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to any intangible personal property (including, without limitation, Payment Intangibles and Software as such capitalized terms are defined in the Uniform Commercial Code) now or hereafter held by Debtor, other than Accounts, Chattel Paper and instruments, whether now existing or hereafter arising or acquired, including but not limited to, rights to reserves, deposits, tax refunds, choses in action, judgements, patents, patent applications, trademarks, trademark registrations and applications therefor, trade names, trade processes, trade secrets, copyrights, copyright registrations and applications therefor, licenses, franchises and corporate name and goodwill of Debtor’s business, all insurance policies and cash values and proceeds thereof and all rights of Debtor to receive payment.

(j) The term “**Goods**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all things that are movable when a security interest attaches, including manufactured homes, a computer program embedded in goods and any supporting information provided in connection with a transaction relating to the program if (i) the program is associated with the goods in such a manner that it customarily is considered part of the goods, or (ii) by becoming the owner of the goods, a person acquires a right to use the program in connection with the goods.

(k) The term “**Health Care Insurance Receivable(s)**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to interests in or claim under a policy of insurance which is a right to payment of a monetary obligation for health-care goods or services provided by Debtor.

(l) The term “**Instruments**” shall have the meaning as such term is defined in Article 9 of the Uniform Commercial Code (rather than Article 3 of the Uniform Commercial Code), including but not limited to, Promissory Notes, Documents and Chattel Paper, whether tangible or electronic, and all Supporting Obligations related thereto (as such capitalized terms are defined in the Uniform Commercial Code) of Debtor, whether now existing or hereafter arising, including without limitation, all documents of title, policies and certificates of insurance, securities, deposits, cash or other property owned by Debtor or in which it has an interest, including but not limited to, all property allocable to unshipped orders and merchandise returned by or reclaimed by or repossessed from customers, all rights of stoppage in transit, replevin, repossession and reclamation and all other rights of an unpaid vendor or lienor.

(m) The term “**Inventory**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all goods, merchandise, raw materials, work in process, finished goods and products and other tangible personal property now owned or hereafter acquired by Debtor and held for sale or lease, or furnished or to be furnished under contracts of service or used or consumed in Debtor’s business.

(n) The term “**Investment Property**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to all security accounts, all commodity contracts, all commodity accounts and all financial assets of every type and nature and all rights thereto or therein and all financial accounts of every type and nature and all rights thereto or therein, and all proceeds and products thereof, including without limitation, all insurance proceeds and fidelity bond proceeds related thereto (including Certificated Securities, Uncertificated Securities, and Security Entitlements and all Supporting Obligations related thereto as such capitalized terms are defined in the Uniform Commercial Code).

(o) The term “**Letter of Credit Rights**” shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a right to payment or performance under a letter of credit, whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

(p) The term “**Motor Vehicles**” shall have the same meaning as that contained in Chapter 246 of the Connecticut General Statutes.

(q) The term "**Payment Intangible**" means a General Intangible under which the account debtor's principal obligation is a monetary obligation.

(r) The term "**Proceeds**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, insurance proceeds and condemnation awards and products of all of the Collateral whether such Proceeds take the form of Accounts, Inventory, Instruments, Documents, Chattel Paper, Investment Property, General Intangibles, Equipment, Farm Products, Fixtures, Supporting Obligations, or otherwise.

(s) The term "**Software**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a computer program and any supporting information provided in connection with a transaction relating to the program (other than a computer program that is included in the definition of Goods).

(t) The term "**Supporting Obligation(s)**" shall have the meaning as such term is defined in the Uniform Commercial Code, including but not limited to, a letter-of-credit right or secondary obligation that supports the payment or performance of an Account, Chattel Paper, a Document, a General Intangible, an Instrument or Investment Property.

(u) The term "**Uniform Commercial Code**" shall mean the Uniform Commercial Code as in effect in Connecticut, as may be amended from time to time.