

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
Encore Series, Inc.		07/19/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Mr. Peter Nero		
Street Address:	202 Hidden Acres Lane		
City:	Media		
State/Country:	PENNSYLVANIA		
Postal Code:	19063		
Entity Type:	INDIVIDUAL: UNITED STATES		
Name:	Finger Prince, Inc.		
Street Address:	202 Hidden Acres Lane		
City:	Media		
State/Country:	PENNSYLVANIA		
Postal Code:	19063		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2650910	PHILLY POPS	
Serial Number:	77706201	PHILADELPHIA POPS	
CORRESPONDENCE DATA			
Fax Number:	2155319175		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-241-8807		
Email:	dmarco@lawmgr.com		
Correspondent Name:	Dominic P. Marco, Jr.		

OP \$65.00 2650910

Address Line 1: 1635 Market Street
Address Line 2: 7th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER: Dominic P. Marco, Jr.

Signature: /Dominic P. Marco, Jr./

Date: 07/30/2012

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is dated this 4th day of July, 2012 by and between ENCORE SERIES, INC. (“Assignor”), FINGER PRINCE, INC. (“FPI”) and PETER NERO (“Nero”). FPI and Nero are collectively referred to as the “Assignee”.

BACKGROUND

A. Pursuant to that certain Settlement and Modification Agreement dated of even date herewith by and among Assignor, FPI and Nero (such Settlement and Modification Agreement, as heretofore or hereafter amended, modified or restated, being referred to herein as the “Settlement Agreement”), Assignor agreed to make certain payments to Assignee subject to the terms and conditions as set forth therein.

B. The Settlement Agreement provides, *inter alia*, that Assignor will grant to Assignee a security interest in certain servicemarks, trademarks, service trademark applications and goodwill.

C. This IP Security Agreement provides Assignee certain rights and remedies with respect to the Trademarks (as defined herein) and is intended to provide public notice of certain of Assignee’s rights and remedies in addition to its rights as set forth in the Settlement Agreement and that certain Security Agreement (the “Security Agreement”) executed on the same date hereof by the parties hereto.

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

1. **Incorporation of Settlement Agreement.** The Settlement Agreement and the Security Agreement and the terms and provisions of such documents are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Settlement Agreement. All obligations of Assignor to Assignee under the Settlement Agreement with respect to the payment of the Buy-Out Payment (as defined in the Settlement Agreement), the Annual Payments (as defined in the Settlement Agreement), and the payment, performance and discharge of all other obligations or undertakings now or hereafter made by or for the benefit of Assignor to or for the benefit of Assignee under this IP Security Agreement are sometimes hereinafter referred to collectively as the “Obligations”. For purposes of this IP Security Agreement, “Event of Default” shall mean (i) the occurrence of a default or event of default by Assignor under that certain Security Agreement by and among Assignor and Assignee executed on the same date hereof (the “Security Agreement”); (ii) any representation or warranty of Assignor under this IP Security Agreement shall at the time made or deemed made be false or incorrect in any material respect; (iii) the breach by Assignor under this IP Security Agreement of any covenant or agreement (after the expiration of any cure period, if any) contained in this IP Security Agreement; or (iv) if this IP Security Agreement shall for any reason except to the extent permitted by the terms hereof, cease to be in full force and effect and valid, binding and enforceable in accordance with

its terms, or cease to create a valid and perfected security interest or lien of the priority required by this IP Security Agreement on any of the Collateral.

2. **Security Interests.**

2.1 **Security Interest.** To secure the complete and timely payment and satisfaction of all Obligations, Assignor hereby assigns, mortgages and pledges to Assignee and grants to Assignee a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, the "**Collateral**"): servicemarks, trademarks, servicemark and trademark registrations, tradenames, trademark applications, and all goodwill attendant thereto, listed on **Exhibit "A"** attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (a)-(d), are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**").

3. **Reversion of Collateral.** In addition to any other rights granted herein to Assignee, in the event that Assignor (i) provides written notice in accordance with the Settlement Agreement to Assignee of its lack of intent to continue to use the Trademarks or (ii) attempts to transfer, sell, assign or license any Trademarks, during the lifetime of Nero in default of the Settlement Agreement, without the prior written consent of FPI, such Trademarks shall be immediately transferred to Assignee. Upon the occurrence of the foregoing, Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Trademarks and other Collateral. Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

4. **Restrictions on Future Agreements.** Assignor agrees that until all Obligations shall have been satisfied in full and the security interests of Assignee under this IP Security Agreement shall have been terminated, Assignor will not, without Assignee's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this IP Security Agreement, the Security Agreement or the Settlement Agreement and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including

licensees, or fail to take any action, which would affect the validity or enforcement of the rights of Assignee under this IP Security Agreement.

5. **Royalties; Term.** Assignor hereby agrees that the use by Assignee of all Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Assignee to Assignor. The term of the security interest granted herein shall extend until the later of: (i) date on which all Obligations have been paid in full and satisfied or (ii) the death of Nero.

6. **Assignee's Right to Inspect.** Assignee shall have the right, during normal business hours and upon reasonable prior notice to Assignor, to inspect Assignor's premises and to examine Assignor's books, records and operations. Assignor agrees (i) not to sell or assign its interest in, or grant any license under, the Trademarks, without the prior written consent of Assignee, during the lifetime of Nero in default of the Settlement Agreement; (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with quality of said products as of the date hereof; (iii) not to adversely change the quality of said products without Assignee's express written consent; and (iv) to provide Assignee, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.

7. **Termination.** Provided that no Event of Default has occurred and Assignor has timely paid all Annual Payments (as defined in the Settlement Agreement) in accordance with the Settlement Agreement, upon the death of Nero, the security interests granted herein with respect to the Collateral shall terminate and Assignee and Assignee's successors in interest, representatives, estate, heirs, beneficiaries, successors and assigns, shall execute and deliver to Assignor a termination of Assignee's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Collateral, subject to any disposition thereof which may have been made by Assignee pursuant hereto.

8. **Duties of Assignor.** Assignor shall have the duty to preserve and maintain all rights in trademark applications, trademarks and trademark registrations of the Trademarks. Any expenses incurred in connection with such applications shall be borne by Assignor.

9. **Recordation.** Upon the occurrence of an Event of Default (beyond any applicable grace period), Assignee may, without further notice to or consent of Assignor, immediately record all assignments previously executed and delivered to Assignee by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Assignee by Assignor of all rights, title and interest of Assignor in and to the Trademarks and other Collateral. Upon the occurrence of an Event of Default, Assignor hereby authorizes and agrees that Assignee may, through the power of attorney granted in **Section 14** hereof, irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Assignee shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the Collateral to Assignee or any other person or entity selected by Assignee.

10. **Assignee's Right to Sue.** Assignee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce its rights in the Trademarks, and any licenses thereunder, and, if Assignee shall commence any such suit, Assignor shall, at the request of Assignee, do any and all lawful acts and execute any and all proper documents required by Assignee in aid of such enforcement and to the extent such action inures to the benefit of Assignor, Assignee may seek from Assignor contribution of costs and expenses of such action.

11. **Waivers.** No course of dealing between Assignor and Assignee, nor any failure to exercise, nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Settlement Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. **Severability.** The provisions of this IP Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this IP Security Agreement in any jurisdiction.

13. **Modification.** This IP Security Agreement cannot be altered, amended or modified in any way, except as specifically provided by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Settlement Agreement.** All of Assignee's rights and remedies with respect to the Trademarks, whether established hereby or by the Settlement Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Assignee to make, constitute and appoint any officer or agent of Assignee as Assignee may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (i) following an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Assignee to protect, evidence, perfect or enforce its security interest in the Trademarks, (ii) following an Event of Default, take any other actions with respect to the Trademarks as the Assignee reasonably deems in the best interest of the Assignee, (iii) following an Event of Default, grant or issue any exclusive or non-exclusive license under the Trademark to anyone, including Assignee, and/or (iv) following an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, including Assignee. Assignee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the security interests under the IP Security Agreement shall have been terminated. Assignor acknowledges and agrees that this IP Security Agreement is not intended to limit or restrict in any way the rights and remedies of Assignee under the Settlement Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this IP Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located.

15. **Binding Effect; Benefits.** This IP Security Agreement shall be binding upon the parties and their successors and assigns, and shall inure to the benefit of the parties and their nominees, successors and assigns.

16. **Governing Law.** This IP Security Agreement has been made, executed and delivered in the Commonwealth of Pennsylvania and will be construed in accordance with and governed by the laws of such State without regard to conflict of law principles. The parties confer jurisdiction to interpret and enforce this IP Security Agreement upon the Courts of the Commonwealth of Pennsylvania, Philadelphia County or the United States District Court for the Eastern District of Pennsylvania and waive any objection to such jurisdiction and venue, including objection as to an inconvenient forum.

17. **Submission to Jurisdiction.** Assignor hereby consents to the exclusive jurisdiction of any state or federal court located within the Commonwealth of Pennsylvania, and irrevocably agrees that, subject to Secured Party's election, all actions or proceedings relating to this IP Security Agreement shall be litigated in such courts, and Assignor waives any objection which it may have based on lack of personal jurisdiction, improper venue or forum non conveniens to the conduct of any proceeding in any such court and waives personal service of any and all process upon it, and consents that all such service of process be made by mail or messenger directed to it at the address first set forth above. Nothing contained in this Section 17 shall affect the right of Assignee to serve legal process in any other manner permitted by law or affect the right of Assignee to bring any action or proceeding against Assignor or its property in the courts of any other jurisdiction.

18. **Dispute Resolution.** In the event any dispute arises concerning the interpretation, performance or breach of this IP Security Agreement that the parties cannot resolve among themselves, prior to any other action being commenced, the Parties shall first submit that dispute for mediation by George Cohen, Esquire, of the Federal Mediation and Conciliation Service, or such other mediator as may be mutually agreeable to the Parties if Mr. Cohen is not available. In the event the dispute cannot be resolved through mediation, the Parties may then seek to resolve the dispute through litigation that shall be commenced in any court of appropriate jurisdiction located in Philadelphia County, Pennsylvania. Alternatively, Assignor may, at its election, to be made within ten (10) days of the determination that the dispute cannot be successfully mediated or the receipt of the FPI's and Nero's written demand for such election, whichever is sooner, submit the dispute to binding private arbitration before JAMS in Philadelphia, PA, in accordance with JAMS's rules (or as may otherwise be agreed), with Assignor paying for JAMS's fees and administrative costs, which arbitration shall be final and binding on the Parties, and shall be conducted in private (except to the extent necessary to enforce any award issued by the JAMS arbitrator).

19. **Filing Under Seal.** Assignor, FPI and Nero agree that they will support any application by Assignor to file this IP Security Agreement with the court in the chapter 11 Bankruptcy proceeding in which Assignor is a party (In re Encore Series, Inc., Debtor, Chapter 11 Bankruptcy Case No. 11-13100-ELF, before the US Bankruptcy Court for the Eastern District of Pennsylvania (the "Court:")), to the extent it needs to be filed, separately "under seal"; provided that settlement of the Parties' disputes shall not be contingent on the Court's agreement to such filing "under seal".

20. **Counterparts.** This IP Security Agreement may be executed in counterparts. Faxed and .pdf signatures shall be deemed valid and as effective as originals.

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement the day and year first above written.

ENCORE SERIES, INC.

By: Frank Ciociano
Name/Title: Frank Ciociano / President

FINGER PRINCE, INC.

By: _____
Name/Title: _____

By: _____
Name: Peter Nero

20. **Counterparts.** This IP Security Agreement may be executed in counterparts. Faxed and .pdf signatures shall be deemed valid and as effective as originals.

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement the day and year first above written.

ENCORE SERIES, INC.

By: _____

Name/Title: _____

Frank Giordano
Frank Giordano / President

FINGER PRINCE, INC.

By: _____

Name/Title: _____

By: _____

Name: Peter Nero

ACKNOWLEDGMENT

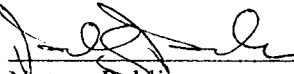
COMMONWEALTH OF PENNSYLVANIA :

: **SS**

COUNTY OF PHILADELPHIA

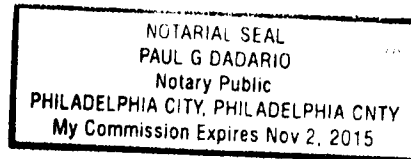
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On this 23 day of July, 2012, before me, a Notary Public, personally appeared Frank Gioiardo, who acknowledged himself to be a duly acting _____ of ENCORE SERIES, INC. and that he as such _____, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such _____ on behalf of the Assignor.



Notary Public

My Commission Expires:



COMMONWEALTH OF PENNSYLVANIA :
: SS
COUNTY OF PHILADELPHIA

On this 25th day of July, 2012, before me, a Notary Public, personally appeared Peter Nero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing Intellectual Property Security Agreement and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person executed the instrument.

Anita T. Bellosi
Notary Public
My Commission Expires:

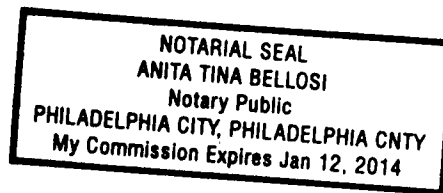


EXHIBIT "A"
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
Trademarks

Trademark	Ser. No. or Reg. No.
Philly Pops	Registration No. 2,650,910
Philadelphia Pops	Serial No. 77706201