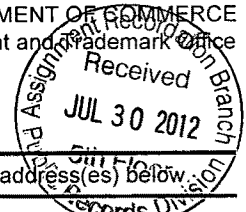


07/30/2012



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103647451



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

7-30-12

1. Name of conveying party(ies):

CORTLAND LINE MANUFACTURING, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LIMITED LIABILITY COMPANY
- Association
- Limited Partnership

Citizenship (see guidelines) NEW YORK STATE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) JULY 18, 2012

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: BERKSHIRE BANK

Street Address: 24 NORTH STREET

City: PITTSFIELD

State: MASSACHUSETTS

Country: USA Zip: 01201

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship MASSACHUSETTS
- Other _____ Citizenship _____

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) Text

B. Trademark Registration No.(s)

See Addendum attached.

Additional sheet(s) attached? Yes No

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

See Addendum attached.

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

Name: MADELINE H. KIBRICK KAUFFMAN, ESQ.

Internal Address: NOLAN & HELLER, LLP

Street Address: 39 NORTH PEARL STREET

City: ALBANY

State: NEW YORK Zip: 12207

Phone Number: 518-449-3300

Docket Number: _____

Email Address: mkauffman@nolanandheller.com

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$315.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

07/30/2012 HTOM11 00000038 0578912
 01 FC:0521 40.00 OP
 00 FC:0520 275.00 OP
 Deposit Account Number _____
 Authorized User Name _____

9. Signature: Madeline Kauffman
Signature

JULY 18, 2012

Date

MADELINE H. KIBRICK KAUFFMAN, ESQ., as Attorney for Berkshire Bank

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 11

ADDENDUM

ITEM 4 CONTINUATION:

Trademarks:

(12 Total)

Property Type	Number	Mark
Registration Number:	578,912	333
Registration Number:	821,080	444
Registration Number:	559,303	CAM-O-FLAGE
Registration Number:	1,693,273	CASSETTE
Registration Number:	667,069	CORTLAND
Registration Number:	1,775,327	CORTLAND & Design
Registration Number:	1,829,497	CORTLAND LAZER LINE & Design
Registration Number:	3,582,830	CORTLAND PRECISION
Registration Number:	2,760,419	DIAMONDGLASS
Registration Number:	884,525	MICRON
Registration Number:	1,854,264	SPECTRON
Registration Number:	3,636,608	SUPERBRAID FIBER TECH PROTECTION (Logo)

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 18, 2012, is made by and among **CORTLAND LINE HOLDING, LLC**, a New York limited liability company, **CORTLAND LINE REAL ESTATE, LLC**, a New York limited liability company, **CORTLAND LINE SALES, LLC**, a New York limited liability company, and **CORTLAND LINE MANUFACTURING, LLC**, a New York limited liability company (individually and collectively, the "Debtor"), and **BERKSHIRE BANK**, a Massachusetts banking corporation, having a business location at 24 North Street, Pittsfield, Massachusetts 01201 (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor and the Secured Party are parties to a credit agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms and conditions on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor; and

WHEREAS, as a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined herein or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations (as defined in the Credit Agreement).

"Patents" means all of the Debtor's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past, present and future infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for

each, and the respective goodwill associated with each; (ii) licenses, fees or royalties with respect to each; (iii) the right to sue for past, present and future infringement, dilution and damages therefor; and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party, for the benefit of the Secured Party with power of sale to the extent permitted by law, a security interest in the Patents and in the Trademarks to secure payment of the Obligations (the "Security Interest"). As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application, and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) Existence: Authority. The Debtor is a corporation or limited liability company (as applicable) duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary organizational action on the part of the Debtor.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall within 60 days provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) Affiliates. As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) Title. The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Liens permitted by the Credit Agreement. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Liens permitted by the Credit Agreement, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Liens permitted by the Credit Agreement.

(f) No Sale. Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) Defense. The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Liens permitted by the Credit Agreement.

(h) Maintenance. The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon or fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark material to the conduct of its business, or fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) Secured Party's Right to Take Action. If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or

prevent such intended abandonment.

(j) Costs and Expenses. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) Power of Attorney. To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and its respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement.

A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. If this Agreement is executed by two or more parties, they shall be jointly and severally liable hereunder and the phrase Debtor whenever used herein shall be construed to refer to each of the parties in the same manner and with the same effect as if each party had signed a separate Agreement. This Agreement shall be governed by the internal laws of the State of New York without regard to its conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

DEBTORS:

CORTLAND LINE HOLDING, LLC

By: RBBrown
Name: Randolph B. Brown
Title: President

CORTLAND LINE REAL ESTATE, LLC

By: RBBrown
Name: Randolph B. Brown
Title: President

CORTLAND LINE SALES, LLC

By: RBBrown
Name: Randolph B. Brown
Title: President

**CORTLAND LINE
MANUFACTURING, LLC**

By: RBBrown
Name: Randolph B. Brown
Title: President

**SECURED PARTY:
BERKSHIRE BANK**

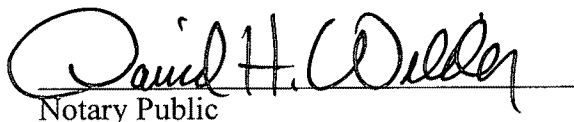
By: [Signature]
Name: Mark D. Evitts
Title: Senior Vice President

[Acknowledgment Page Follows]

ACKNOWLEDGMENTS

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

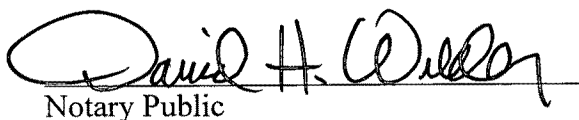
On July 18, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Randolph B. Brown**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacities, and that by his signatures on the instrument, the individuals or the persons upon behalf of which the individual acted, executed the instrument.


Notary Public

DAVID H. WILDER
Notary Public, State of New York
No. 02WI4728481
Qualified in Saratoga County
Commission Expires June 30, 20 14

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

On July 18, 2012, before me, the undersigned, a Notary Public in and for said State, personally appeared **Mark D. Evitts**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

DAVID H. WILDER
Notary Public, State of New York
No. 02WI4728481
Qualified in Saratoga County
Commission Expires June 30, 20 14

EXHIBIT A

Patents

Nature of Interest (e.g., owner, licensee)	Serial Number	Filing Date	Country of Application
None.			

EXHIBIT B

Trademarks

Mark	Country	Registration No.	Registration Date
333	United States	578,912	18-Aug-1953
444	United States	821,080	27-Dec-1966
CAM-O-FLAGE	United States	559,303	27-May-1952
CASSETTE	United States	1,693,273	09-Jun-1992
CORTLAND	United States	667,069	16-Sept-1958
CORTLAND & Design	United States	1,775,327	08-Jun-1993
CORTLAND LAZER LINE & Design	United States	1,829,497	05-Apr-1994
CORTLAND PRECISION	United States	3,582,830	03-Mar-2009
DIAMONDGLASS	United States	2,760,419	02-Sept-2003
MICRON	United States	884,525	20-Jan-1970
SPECTRON	United States	1,854,264	13-Sept-1994
SUPERBRAID FIBER TECH PROTECTION (Logo)	United States	3,636,608	09-Jun-2009

Common Law Trademarks:

CLIMAX
DIAMONDBACK
RIVERBORN
SEA HARBOR