

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
L & S Associates, Inc.		08/17/2012	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	600 Superior Ave., E.,		
Internal Address:	Ste 200		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85098065	DCS	
Serial Number:	85427820	L&S	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216 348 5432		
Email:	mmcgrane@mcdonaldhopkins.com		
Correspondent Name:	Madeline T. McGrane		
Address Line 1:	600 Superior Ave, E.		
Address Line 2:	Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
NAME OF SUBMITTER:	Madeline T. McGrane		
Signature:	/Madeline T. McGrane/		

CH \$65.00 85098065

Date:

08/22/2012

Total Attachments: 3

source=L & S - USPTO Security Agreement (Executed) (3938754)#page1.tif

source=L & S - USPTO Security Agreement (Executed) (3938754)#page2.tif

source=L & S - USPTO Security Agreement (Executed) (3938754)#page3.tif

NOTICE OF SECURITY INTEREST

HUMAN ARC CORPORATION, an Ohio corporation, **L & S ASSOCIATES, INC.**, a Michigan corporation (collectively, "Borrowers") and, individually, each a "Borrower") and **FIFTH THIRD BANK**, ("Lender") are parties to certain Credit and Security Agreement dated August 17, 2012 (the "Credit Agreement" together with those other agreements contemplated thereby, collectively, the "Loan Agreements"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Credit Agreement.

WHEREAS, Borrowers own certain rights, title and interest in and to certain assets, including but not limited to the assets listed Schedule A attached hereto;

WHEREAS, Borrowers have granted Lender a security interest as set forth in the Loan Agreements in and to, among other things, all right, title and interest of Borrowers in the Collateral, including but not limited to the assets listed Schedule A attached hereto, to secure the payment, performance and observance of certain obligations defined in the Loan Agreements; and

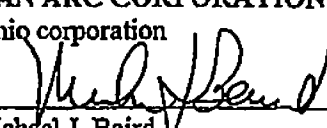
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrowers do hereby acknowledge that (a) Borrowers have granted Lender a security interest in and collateral assignment of the Collateral to secure the prompt payment, performance and observance of the Obligations, and (b) Lender has the rights and remedies of a secured party with respect to the Collateral as set forth in the Loan Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[Signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice of Security Interest as of the date first written above.

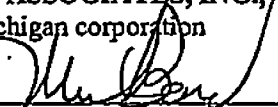
HUMAN ARC CORPORATION
an Ohio corporation

By: _____


Michael J. Baird
Chief Executive Officer

L & S ASSOCIATES, INC.,
a Michigan corporation

By: _____


Michael J. Baird
Chief Executive Officer

Signature Page to
USPTO Security Interest Filing

TRADEMARK
REEL: 004847 FRAME: 0352

SCHEDULE A
TO
NOTICE OF SECURITY INTEREST
Intellectual Property

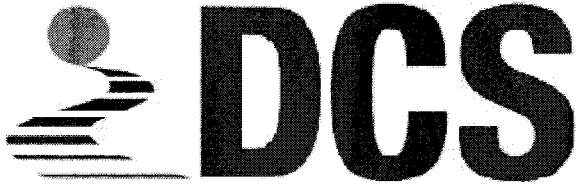
Human Arc Corporation Intellectual Property:

US Trademarks

Mark	Filed	Serial	Registration No.	Registration Date
HUMAN ARC	3/15/04	78384425	3248093	5/29/07

L&S Associates, Inc. Intellectual Property:

US Trademarks

Mark	Filed	Serial	Registration No.	Registration Date
	8/2/10	85098065	4077771	12/27/11
L&S	9/21/11	85427820	4157122	6/12/12

US Copyrights

Title	Registration No.	Registration Date
Social security benefits tips	TX0003615740	9/21/93

{3932895;}