

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
LTS Scale Company, LLC		06/18/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TriState Capital Bank
Street Address:	One Oxford Centre, Suite 2700
Internal Address:	301 Grant Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3901721	LTS DIMENSION XYZ
Registration Number:	3897988	MOBILE CUBE
Registration Number:	3901720	STATIC CUBE
Registration Number:	3430191	HYDROSCALE

CORRESPONDENCE DATA

Fax Number: 4123942555
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 412-394-7767
 Email: traip@thorpreed.com
 Correspondent Name: Paul D. Bangor, Jr.
 Address Line 1: 301 Grant Street, 14th Floor
 Address Line 2: One Oxford Centre
 Address Line 4: Pittsburgh, PENNSYLVANIA 15219-1425

CH \$115.00 3901721

ATTORNEY DOCKET NUMBER:	019331.095717
NAME OF SUBMITTER:	Paul D. Bangor, Jr.
Signature:	/Paul D. Bangor, Jr./
Date:	01/17/2013
Total Attachments: 4 source=130117_3#page1.tif source=130117_3#page2.tif source=130117_3#page3.tif source=130117_3#page4.tif	

NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

WHEREAS, LTS Scale Company, LLC, a Delaware limited liability company (the "Grantor"), owns the trademarks listed on the annexed Schedule A, which trademarks are registered, to the extent indicated, in the United States Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Loan Agreement, dated August 31, 2007, by and among the Grantor, LTS/FSC Main Street, LLC, a Delaware limited liability company (the "Guarantor"), and TriState Capital Bank (the "Grantee"), as amended by that certain: (i) First Amendment to Loan Agreement, dated April 17, 2008, by and among the Grantor, the Guarantor and the Grantee (ii) Second Amendment to Loan Agreement, effective October 1, 2008, by and among the Grantor, the Guarantor and the Grantee; (iii) Third Amendment to Loan Agreement, dated October 8, 2009, by and among the Grantor, the Guarantor and the Grantee; (iv) Fourth Amendment to Loan Agreement, dated March 31, 2011, by and among the Grantor, the Guarantor and the Grantee; (v) Fifth Amendment to Loan Agreement, dated as of May 31, 2011, by and among the Grantor, the Guarantor and the Grantee; (vi) Sixth Amendment to Loan Agreement, dated as of December 29, 2011, by and among the Grantor, the Guarantor and the Grantee; and (vii) Seventh Amendment to Loan Agreement, dated as of June 21, 2012, by and among the Grantor, the Guarantor and the Grantee (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), the Grantor is obligated to the Grantee, and the Grantor has entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (the "Security Agreement"), in favor of the Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, a mortgage on, pledge of and security interest in all right, title and interest of the Grantor in and to the Trademarks, and the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Debt (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby grant to the Grantee a mortgage on, pledge of and security interest in the Trademark Collateral to secure prompt payment and performance of the Debt.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Grantee's address is One Oxford Centre, Suite 2700, 301 Grant Street, Pittsburgh, Pennsylvania, 15219.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has caused this Notice of Security Interest to be duly executed on the 18 day of June, 2012, as a document under seal.

WITNESS:

By: Bruce Sumner

GRANTOR:

LTS Scale Company, LLC

By: [Signature] (SEAL)
Name: John Pengrocz, Jr
Title: Treas

ACKNOWLEDGMENT

STATE/Commonwealth of Ohio)
)
COUNTY OF Summit) SS:

On this, the 18th day of June, 2012, before me, a Notary Public, the undersigned officer, personally appeared JACK ANBRIZIO, who acknowledged himself/herself to be the PRESIDENT/CEO of LTS Scale Company, LLC, a Delaware limited liability company (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



KRISTOPHER M. SAYRE
Notary Public, State of Ohio
My Commission Expires Nov. 20, 2013

KAS
Notary Public

My Commission Expires:

SCHEDULE A

REGISTERED TRADEMARKS

<u>Trademark Name</u>	<u>Country</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Expiration Date</u>
LTS Dimension XYZ	USA	3,901,721	01/04/2011	01/04/2017
Mobile Cube	USA	3,897,988	12/28/2010	12/28/2016
Static Cube	USA	3,901,720	01/04/2011	01/04/2017
Hydroscale	USA	3,430,191	05/20/2008	05/20/2014

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