

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
FIBER-LINE, LLC		12/20/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	NATIONAL PENN BANK		
Street Address:	Philadelphia & Reading Avenues		
Internal Address:	P.O. Box 547		
City:	Boyertown		
State/Country:	PENNSYLVANIA		
Postal Code:	19512-0547		
Entity Type:	national banking association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2387015	FIBER-LINE	
Registration Number:	2194012	SWELLCOAT	
Registration Number:	3481454	WEAR-COAT	
CORRESPONDENCE DATA			
Fax Number:	2158511420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-851-8100		
Email:	phlipdocketing@reedsmith.com		
Correspondent Name:	Carl H. Pierce		
Address Line 1:	P.O. Box 7990		
Address Line 2:	Intellectual Property		
Address Line 4:	Philadelphia, PENNSYLVANIA 19101-7990		
ATTORNEY DOCKET NUMBER:	844944.60012		

OP \$90.00 2387015

NAME OF SUBMITTER:	Carl H. Pierce
Signature:	/Carl H. Pierce/
Date:	03/20/2013
Total Attachments: 5 source=10 Intellectual Property Security Agreement#page1.tif source=10 Intellectual Property Security Agreement#page2.tif source=10 Intellectual Property Security Agreement#page3.tif source=10 Intellectual Property Security Agreement#page4.tif source=10 Intellectual Property Security Agreement#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of December 20, 2012, is made by FIBER-LINE, LLC, a Delaware limited liability company (Grantor"), and NATIONAL PENN BANK, a national banking association, as agent for the Lenders party to the Loan Agreement referenced below (the "Agent").

RECITALS

A. Pursuant to that certain Loan Agreement of even date herewith by and among Grantor, the Lenders party thereto and Agent (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed to extend certain financial accommodations to or for the direct or indirect benefit of Grantor.

B. In order to induce Lenders to enter into the Loan Agreement and to induce Lenders to extend the financial accommodations to Grantor as provided for in the Loan Agreement, Grantor has agreed to grant a security interest to Agent, as agent for the Lenders, in, among other property, all patents and trademarks of Grantor and to execute and deliver this Agreement to Agent for recording with the U.S. Patent and Trademark Office and other governmental authorities.

C. These recitals shall be construed as part of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Agent, INTENDING TO BE LEGALLY BOUND HEREBY, agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined in the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Pennsylvania Uniform Commercial Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the obligations of the Grantor under the Loan Agreement, the Grantor hereby grants, mortgages and pledges to Agent a security interest upon all of its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, the Grantor (including under any trade names, styles or divisions of the Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all patents and trademarks and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all

applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in "Exhibit A" which is attached hereto and incorporated herein,

(b) all reissues, continuations or extensions of the foregoing; and

(c) all proceeds of the foregoing.

3. Authorization. Grantor hereby authorizes and requests that the Commissioner of the United States Patent & Trademark Office, Assignment Services Branch, and any other applicable governmental officer, record this Agreement.

4. Loan Agreement. The lien granted pursuant to this Agreement is granted in conjunction with the liens granted to Agent pursuant to the Loan Agreement and is subject to the limitations set forth therein. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the liens granted under this Agreement are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantor"

FIBER-LINE, LLC

By: 
Name: Vincent Pappas
Title: President and Chief Executive Officer

"Agent"

NATIONAL PENN BANK

By: _____
Name: Bruce G. Smith
Title: Executive Vice President

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

"Grantor"

FIBER-LINE, LLC

By: _____
Name: Vincent Pappas
Title: President and Chief Executive Officer

"Agent"

NATIONAL PENN BANK

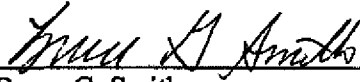
By: 
Name: Bruce G. Smith
Title: Executive Vice President

EXHIBIT "A"**INTELLECTUAL PROPERTY**

Trademark	Country	Application/ Registration No.
FIBER-LINE	US	2387015
SWELLCOAT	US	2194012
WEAR-COAT	US	3481454

Patent	Country	Application/ Registration No.
Water Swellable Coatings and Method of Making Same	US	Patent # 5817713; Application # 08588944
WATER SWELLABLE COATINGS AND METHODS OF MAKING THE SAME	US	Patent # 6270845 ¹ ; Application # 09010636
A COATED SUBSTRATE HAVING A WATER SWELLABLE COATING	US	Patent # 6287679 ² ; Application # 09010637

¹ This patent is based on a divisional of U.S. Patent Application No. 08/588,944, which has been assigned to Grantor and for which the assignment has been recorded at the United States Patent and Trademark Office, but an assignment of ownership of this patent to Grantor has not been formally recorded.

² This patent is based on a divisional of U.S. Patent Application No. 08/588,944, which has been assigned to Grantor and for which the assignment has been recorded at the United States Patent and Trademark Office, but an assignment of ownership of this patent to Grantor has not been formally recorded.