

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
IBIS TEK, LLC		09/25/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
IBIS TEK APPAREL, LLC		09/25/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
IBIS TEK PROPERTIES, LLC		09/25/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
VERBUCK, LLC		09/25/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	225 Fifth Avenue, 6th Floor
Internal Address:	3 PNC Plaza
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	National Association: PENNSYLVANIA

**PROPERTY NUMBERS Total: 4**

Property Type	Number	Word Mark
Registration Number:	3386214	MASTC
Registration Number:	3857261	
Registration Number:	3880286	IBIS TEK
Registration Number:	3857260	IBIS TEK

**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.

CH \$1115.00 3386214

Phone: 412-394-7767  
Email: traip@clarkhillthorpreed.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

ATTORNEY DOCKET NUMBER:

86437.163502

NAME OF SUBMITTER:

Paul D. Bangor, Jr.

Signature:

/Paul D. Bangor, Jr./

Date:

10/11/2013

**Total Attachments: 18**

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**FIRST AMENDED AND RESTATED  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

First Amended and Restated Patent, Trademark and Copyright Security Agreement, executed on the 25<sup>th</sup> day of September, 2013, to be effective on the 3<sup>rd</sup> day of October, 2013 (the "Effective Date"), made by IBIS TEK, LLC, a Pennsylvania limited liability company ("IBIS TEK"), Ibis Tek Apparel, LLC, a Pennsylvania limited liability company ("Ibis Tek Apparel"), IBIS TEK PROPERTIES, LLC, a Pennsylvania limited liability company ("IBIS TEK PROPERTIES"), and Verbuck, LLC, a Pennsylvania limited liability company ("Verbuck") (IBIS TEK, Ibis Tek Apparel, IBIS TEK PROPERTIES, and Verbuck are each, a "Grantor" and collectively, the "Grantors"), for the benefit of PNC Bank, National Association, as agent for the Lenders (as defined in the Credit Agreement (as hereinafter defined) (in such capacity, the "Agent") (this "Security Agreement").

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain First Amended and Restated Revolving Credit, Term Loan and Security Agreement, effective on the Effective Date (as may be further amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the Guarantors from time to time party thereto, the Lenders from time to time party thereto and the Agent, the Lenders have agreed to extend credit to the Grantors; and

WHEREAS the Grantors have agreed, among other things, to grant to the Agent (for itself and for the benefit of the Lenders) a security interest in certain of their assets, including each Grantor's patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement.

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, and intending to be legally bound hereby, the Grantors agree as follows:

1. Incorporation of the Credit Agreement. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and for the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and issued patents and patent applications, including the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including 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 patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and for the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its license agreements with any other party whether such Grantor is a licensor or licensee under any such license agreement, including the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing is hereinafter collectively referred to as the "Licenses").

4. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule B, attached hereto and made a part hereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including 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 trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of each Grantor's business, including such goodwill connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, each Grantor hereby grants and conveys to the Agent (for itself and the benefit of the Lenders) a Lien in all of such Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all filed or issued registrations and recordings thereof, including applications, registrations and recordings in the United States Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including 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 copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

Notwithstanding anything herein to the contrary, in no event shall any "Patent", "License", "Trademark" or "Copyright" include any lease, license, contract right, property right or agreement to which any Grantor is a party or any of its rights or interests thereunder if and for so long as such grant of a security interest in such "Patent", "License", "Trademark" and "Copyright" shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of such Grantor therein, or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property right or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Uniform Commercial Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); provided, however, that the security interest granted herein shall include the right to receive payments thereunder, and provided, further, that such lease, license, contract right, property right or agreement shall immediately become, as applicable, a "Patent", "License", "Trademark" or "Copyright" and shall attach, as applicable, to such "Patent", "License", "Trademark" and "Copyright" at such time as the condition causing such abandonment, invalidation, unenforceability, other restriction or assignment shall be remedied and, to the extent severable, shall immediately become, as applicable, a "Patent", "License", "Trademark" and "Copyright" and attach to any portion of such lease, license, contract, property right or agreement that does not result in any of the consequences specific in clause (i) or (ii) above, including any such portion constituting proceeds of such lease, license, contract, property right or agreement.

6. Restrictions on Future Security Interests. Each Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and all other Loan Documents shall have been terminated, no Grantor will, without the Agent's prior written consent, enter into any agreement relating to the Patents, Licenses, Trademarks or Copyrights and each Grantor 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 granted to the Agent (for itself and for the benefit of the Lenders) under this Security Agreement.

7. New Patents, Licenses, Trademarks and Copyrights. Each Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of such Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, pending or registered Trademarks and pending or registered Copyrights now owned by each such Grantor necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without, to such Grantor's knowledge and belief, conflict with the rights of others. Each Grantor hereby authorizes the Agent as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, pending or registered Trademarks and pending or registered Copyrights, as applicable, under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. Each Grantor represents and warrants to and agrees with the Agent that, except as otherwise set forth in the schedules hereto:

(i) The Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) Each Grantor, as applicable, is the owner of the Patents, Licenses, pending or registered Trademarks and pending or registered Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which any Grantor is a party which would have a Material Adverse Effect or any judgment or decree by which any Grantor is bound and does not require any consent under any other agreement to which any Grantor is a party or by which any Grantor is bound. Each Grantor hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Agent (for itself and the benefit of the Lenders) following the occurrence of an Event of Default as the grantee of the pledge of such applicable Grantor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, except for Permitted Encumbrances, including shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement; and

(vi) The Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. Each Grantor hereby agrees that the use by the Agent (for itself and the benefit of the Lenders) of all Patents, Licenses, Trademarks and Copyrights of such Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Agent or the Lenders to such Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the Obligations have been satisfied in full and the Credit Agreement and all other Loan Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantors hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Notes or any other instrument or instruments now or hereafter evidencing the Obligations or

any part thereof or of the other Loan Documents or any other agreement or agreements now or hereafter entered into by the Agent and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to the Borrowers, (iv) any amendment to or modification of the terms of the Notes or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Lender and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of any Loan Party for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of each Grantor hereunder, would or might otherwise be released or discharged. Each Grantor hereby waives notice of the acceptance of this Security Agreement by the Agent.

11. Duties of the Grantors. Except as may be otherwise agreed to by the Agent, each Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until satisfaction in full of the Obligations and termination of the Credit Agreement, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights, provided, however that any Grantor may, in its reasonable business judgment, abandon any application among the Patents, Trademarks, and Copyrights which are not material to the business operations of any Loan Party or permit any registration among the Patents, Trademarks, and Copyrights which are not material to the business operations of any Loan Party to be cancelled or expired, and (iv) take all reasonable steps necessary to ensure that the pending or registered Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantors. No Grantor shall abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, or Copyright without the consent of the Agent.

12. Financing Statements; Documents. At the request of the Agent, the Grantors will permit the Agent to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Agent and will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Agent. Each Grantor will execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including additional Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Agent may reasonably require for the purpose of confirming the Agent's (for itself and the benefit of the Lenders) security interest in the Patents, Trademarks and Copyrights.

13. Rights of the Grantors and/or the Agent to Sue. Each Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of such Grantor with or without the Agent's participation. If requested by any Grantor, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Agent shall have the same rights, if any, as each Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of such Grantor, and any licenses thereunder, and, if the Agent shall commence any such suit, such Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and each Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon satisfaction in full of the Obligations and performance of all obligations of the Loan Parties under the Credit Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantors, the Agent (for itself and on behalf of the Lenders) shall, at the sole expense of the Grantors, execute and deliver to the Grantors all deeds, assignments and other instruments as may be necessary or proper as requested by each Grantor to release the security interest in the Patents, Licenses, Trademarks and Copyrights and to reassign to the Grantors any and all rights granted to the Agent in and to the Patents, Licenses, trademarks and Copyrights, pursuant to this Security Agreement. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that no Grantor may assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Grantors.

15. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit 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.



16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held 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 Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any other Loan Document, or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. Each Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the other Loan Documents but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of the Agent (for itself and the benefit of the Lenders) and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of law provisions thereof.


21. Amendment and Restatement. This Security Agreement amends and restates that certain Patent, Trademark and Copyright Security Agreement, dated September 18, 2009, made by the Grantors and eFrost in favor of the Agent (the "Original Security Agreement"), and is not a novation of the obligations of the Grantors pursuant to the Original Security Agreement.

[INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Security Agreement on the day and year first above written to be effective on the Effective Date, with the intention that it constitute a document under seal.

**GRANTORS:**


IBIS TEK, LLC,  
a Pennsylvania limited liability company

By:  (Seal)  
Name: Harry Kramer  
Title: Secretary and Treasurer


IBIS TEK APPAREL, LLC,  
a Pennsylvania limited liability company

By:  (Seal)  
Name: Harry Kramer  
Title: Secretary and Treasurer

IBIS TEK PROPERTIES, LLC,  
a Pennsylvania limited liability company

By:  (Seal)  
Name: Harry Kramer  
Title: Secretary and Treasurer

VERBUCK, LLC,  
a Pennsylvania limited liability company

By:  (Seal)  
Name: Harry Kramer  
Title: Secretary and Treasurer

ACKNOWLEDGMENT

STATE/Commonwealth of PENNSYLVANIA      )  
  )  
COUNTY OF Butler  )  
  )      SS:

On this, the 25<sup>th</sup> day of September, 2013, before me, a Notary Public, the undersigned officer, personally appeared Harry Kramer, who acknowledged himself/herself to be the Secretary and Treasurer of IBIS TEK, LLC, a Pennsylvania 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.

Sharon A. Latini  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sharon A. Latini, Notary Public  
Middlesex Twp., Butler County  
My Commission Expires Jan. 19, 2014  
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

STATE/Commonwealth of PENNSYLVANIA )  
 )  
COUNTY OF Butler ) SS:

On this, the 25<sup>th</sup> day of September, 2013, before me, a Notary Public, the undersigned officer, personally appeared Harry Kramer, who acknowledged himself/herself to be the Secretary and Treasurer of Ibis Tek Apparel, LLC, a Pennsylvania 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.

Sharon A. Latini  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sharon A. Latini, Notary Public  
Middlesex Twp., Butler County  
My Commission Expires Jan. 19, 2014  
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

STATE/Commonwealth of PENNSYLVANIA )  
 )  
COUNTY OF Butler ) SS:

On this, the 25<sup>th</sup> day of September, 2013, before me, a Notary Public, the undersigned officer, personally appeared Harry Kramer, who acknowledged himself/herself to be the Secretary and Treasurer of IBIS TEK PROPERTIES, LLC, a Pennsylvania 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.

Sharon A. Latini  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sharon A. Latini, Notary Public  
Middlesex Twp., Butler County  
My Commission Expires Jan. 19, 2014  
Member, Pennsylvania Association of Notaries

ACKNOWLEDGMENT

STATE/Commonwealth of PENNSYLVANIA )  
 )  
COUNTY OF Butler ) SS:

On this, the 25<sup>th</sup> day of September, 2013, before me, a Notary Public, the undersigned officer, personally appeared Harry Kramer, who acknowledged himself/herself to be the Secretary and Treasurer of Verbuck, LLC, a Pennsylvania 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.

Sharon A. Latini  
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Sharon A. Latini, Notary Public  
Middlesex Twp., Butler County  
My Commission Expires Jan. 19, 2014  
Member, Pennsylvania Association of Notaries

**SCHEDULE A**

**PATENTS**

<b><u>Patent No.</u></b>	<b><u>Issue Date</u></b>	<b><u>Inventor</u></b>	<b><u>Title</u></b>
7,390,007	6/24/08	Helms/Buckner	Tow Bar System
7,387,414	6/17/08	Helms/Buckner	Light Bar for mounting to vehicle
7,306,270	12/11/07	Helms/Buckner	Front Bumper System
7,013,790	3/21/06	Helms/Buckner	System & method for deploying a weapon from a stealth position
6,631,834	10/14/03	Slovick	Spare Tire Carrier
7,506,889	3/24/09	Baltrusaitis/Sarti	Tow Bar mount for a HMMWV or other vehicle
7,640,781	1/5/10	Rose	Method for opening a jammed or stuck door of a vehicle
7,832,779	11/16/10	Rosemeyer	Protective Accessory Bumper
7,845,895	12/7/10	Barie/Helms	Spare Tire Carrier with Integrated Truck Jack and Spare Tire Lift
7,854,538	12/21/10	Helms	High Intensity Tactical Vehicle Infrared and White Headlight System
8,006,421	8/30/11	Rykaczewski	Street Sign Extrusion
8,171,673	5/8/12	Helms	Motorized Door Opener for a Vehicle
8,242,933	8/14/12	Pashel	Wireless Traffic Light Controller
8,251,558	8/28/12	Hubert/Helms/ Barie/Lizotte	Headlamp System and Kit Providing On-Road and Off-Road Illumination
8,263,884	9/11/12	Salmon/Polk/ Hunkele	Tilt Switch Activated Light for Use with a Vehicle Egress
8,313,127	11/20/12	Helms	Latch for a Vehicle Door
8,314,559	11/20/12	Helms/Trumbetas/ Lowrey, III/	LED Headlamp with a Heated Cover

		Barie/Lizotte	
8,348,311	1/8/13	Helms	Lever Mechanism for an Emergency Escape Hatch
8,354,921	1/15/13	Helms/Hafften	Self-Illuminating Handle for a Vehicle Emergency Egress Assembly
8,333,036	12/18/12	Helms/Buckner/Hafften	Emergency Egress Assembly Embedded in a Vehicle Door
7,988,346	8/2/11	Helms/Barie/Lowrey, III	ALL - LED Visible Light and IR Light Headlamp

<u>Patent Application No.</u>	<u>Publication Date</u>	<u>Inventor</u>	<u>Title</u>
10,853,904	12/15/05	Buckner/Helms/Sarles	Spare Tire Carrier
11,454,106	1/04/07	Buckner/Scheuring/Orga	Hat Embroidery Accessory
11,485,639	1/17/08	Wei/Rincon/Arps/Hartley/Cotton/Hubert/Slovick	Glass with Scratch-Resistant Coating Method and Equipment for Illuminating a School Safety Zone
12,077,943	10/09/08	Rosemeyer/Buckner	Light Bar for Mounting to a Vehicle
12,121,932	12/11/08	Helms/Buckner	HID & IR Spotlight with Integrated Camera System
12,283,335	4/09/09	Rosemeyer/Helms	Low Profile Lightbar with IR Illumination
12,284,747	5/07/09	Rosemeyer/Helms	All-LED Light Bar for Mounting on to a Vehicle
12,378,527	6/25/09	Helms/Buckner	Method & System for Adopting Use of a Radio Link between a Remotely Controlled Device and an Operator Control Unit
12,321,047	7/23/09	Houghton/Lizotte	Headlamp System Including HID and IR Illuminators
12,322,478	8/13/09	Barie/Helms	Protective Rear Accessory Bumper with Integrated Spare Tire Center
12,381,917	10/01/09	Helms/Barie	



12,462,843	03/04/10	Helms/Schade/ Fiedor	Safety Release Mechanism for use with a Linear Motor Turning a Ball Screw
12,584,067	03/25/10	Northcott/Helms/ Houghton/Wieland/ Chen/ Retter	Apparatus for Voice Communication Using an Incoherent Light Source
12,655,693	07/15/10	Helms	Emergency Escape Components with a Glow-in-the-Dark Coating
12,462,493	02/10/11	Chen/Helms	High and Low Beam Headlamp with a Pivoting Multifaceted Reflector
12,622,328	05/19/11	Helms/Barie	Bicycle Frame Having Webbed Tubing
11,955,485	07/05/12	Buckner/ Rosemeyer	Ballistic Ticket Board
12,589,120	07/19/12	Hubert	Spaced Transparent Armor for a Motorized Vehicle
11,729,602	10/18/07	Helms/Buckner	Kit for Extending a Holder of a Side Mirror Mounted to a Vehicle

**SCHEDULE B**

**TRADEMARKS**

**Registered Trademarks**

<b><u>Mark</u></b>	<b><u>Filing Date</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>	<b><u>Owner</u></b>
MASTC	5/25/2004	2/19/2008	3386214	IBIS Tek, LLC
Design Only	12/28/2007	10/5/2010	3857261	IBIS Tek, LLC
IBIS TEK with design	12/28/2007	11/23/2010	3880286	IBIS Tek, LLC
IBIS TEK	12/28/2007	10/5/2010	3857260	IBIS Tek, LLC

**SCHEDULE C**

**COPYRIGHTS**

<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Type of Work</u></b>	<b><u>Title</u></b>	<b><u>Owner</u></b>
Txu001752792	4/6/2011	Computer File	Systems For Assessing Whether to Replace Traffic Control Signage	Ibis Tek LLC

**SCHEDULE D**

**LICENSE AGREEMENTS**

None.