

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--------------------|----------|----------------|--|
| JAMM Partners, LLC | | 10/31/2013 | LIMITED LIABILITY COMPANY: CONNECTICUT |

RECEIVING PARTY DATA

| | |
|-----------------|-----------------------------|
| Name: | Blackstone Industries, Inc. |
| Street Address: | 267 Spring Valley Road |
| City: | Ridgefield |
| State/Country: | CONNECTICUT |
| Postal Code: | 06877 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 1122691 | FOREDOM |
| Registration Number: | 1470447 | OLSON |
| Registration Number: | 1669179 | 30 |
| Registration Number: | 1879532 | ZONA |
| Registration Number: | 1902391 | PGT |
| Registration Number: | 2564935 | ALL PRO |
| Registration Number: | 4386314 | TYPHOON |

CORRESPONDENCE DATA

Fax Number: 2037918149
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: (203) 792-2771
 Email: parturi@cohenandwolf.com
 Correspondent Name: Peter A. Arturi
 Address Line 1: 158 Deer Hill Avenue

OP \$190.00 1122691

Address Line 2: Cohen and Wolf, P.C.
Address Line 4: Danbury, CONNECTICUT 06810

| | |
|--------------------|-------------------|
| NAME OF SUBMITTER: | Peter A. Arturi |
| Signature: | /Peter A. Arturi/ |
| Date: | 11/19/2013 |

Total Attachments: 9

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SECURITY AGREEMENT

Security Agreement (this "Agreement") dated as of October 31, 2013, by and between JAMM PARTNERS, LLC, with an address at 16 Stony Hill Road, Bethel, Connecticut 06801 (the "Debtor") and BLACKSTONE INDUSTRIES, INC., with an address 267 Spring Valley Road, Ridgefield, Connecticut 06877 (the "Secured Party").

RECITALS:

WHEREAS, the Debtor is indebted to the Secured Party in the amount of \$3,034,203.13, which indebtedness is evidenced by the Debtor's promissory notes of even date herewith (together, the "Note"); and

WHEREAS, as a condition of the foregoing indebtedness, the Secured Party has required that the Debtor grant the Secured Party a security interest in and to the Collateral (as such term is described in Section 1(a) below).

NOW, THEREFORE, for valuable consideration including, without limitation, the loan from the Secured Party to the Debtor, the receipt and sufficiency of which is acknowledged, the Debtor and the Secured Party agree as follows:

1. Grant of Security Interests.

(a) Collateral. For purposes of this Agreement, the term the "Collateral" shall mean the following property and property interests of the Debtor, and any and all additions, accessions and substitutions thereto or therefor, guaranties and securities for, and proceeds and products thereof:

(i) All rights to payment of money now owed or here-after owed to the Debtor, whether due or to become due and whether or not earned by performance including, but not limited to, accounts, contract rights, chattel paper, instruments, documents, general intangibles, patents, trademarks, copyrights and other intellectual property rights;

(ii) All inventory now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire rights (collectively, "Inventory");

(iii) All equipment now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire rights (collectively, "Equipment"); and

(iv) All fixtures now owned or hereafter acquired by the Debtor or in which the Debtor has or may hereafter acquire rights.

(b) Security Interest to the Secured Party. As security for the payment and performance of any and all liabilities and obligations (direct or indirect, absolute or contingent, sole, joint, several, secured or unsecured, now existing or hereafter arising) of the Debtor to the Secured Party including, without limitation, all liabilities and obligations of the Debtor to the Secured Party arising under the Note, the Debtor hereby grants to the Secured Party a continuing security

interest in the Collateral. All of the liabilities and obligations of the Debtor to the Secured Party described in this Section 1(b) are hereinafter collectively referred to as the "Obligations".

2. Financing Statements and Other Action. The Debtor agrees to do all actions which the Secured Party reasonably deems necessary or desirable to protect the security interests granted in this Agreement or to otherwise carry out the provisions of this Agreement including, but not limited to, the execution of financing, continuation, amendment and termination statements under the Uniform Commercial Code, and similar instruments, and the procurement of waivers and disclaimers of interest in the Collateral by the owners of any real estate (including lessors and mortgagees) on which the Collateral is located. The Debtor shall pay all costs and expenses to governmental authorities in connection with the security interests created by this Agreement including, without limitation, the costs of filing any financing, continuation, amendment or termination statements or any tax or other assessment imposed by any governmental authority upon the Note, the Obligations or this Agreement arising upon the filing of any such statements. The Debtor hereby appoints the Secured Party as its attorney-in-fact irrevocable to do all acts and things which the Debtor may be required to do under this Agreement or which the Secured Party may reasonably deem necessary to perfect and continue perfected the security interests created by this Agreement including, but not limited to, the execution of financing, continuation, amendment and termination statements under the Uniform Commercial Code. This power, being coupled with an interest, is irrevocable as long as the Debtor is indebted to the Secured Party. The Debtor will at the request of the Secured Party execute and deliver any and all documents and instruments and take any and all action as the Secured Party may reasonably require more completely to vest in and assure to the Secured Party its rights under this Agreement or in any of the Collateral.

3. Debtor's Principal Place of Business. The Debtor represents and warrants to the Secured Party that the Debtor's principal place of business and chief executive office is located at its address first written above.

The Debtor covenants to give the Secured Party prior written notice of the addition of or discontinuance of any place of business or of any change in the information contained in this Section 3.

4. Location of Collateral. The Debtor hereby represents and warrants to the Secured Party that all of the Collateral is located at its address first written above or at 4 Old Newtown Road, Danbury Connecticut 06810.

The Debtor covenants that unless the Secured Party shall have given its prior consent in writing, which consent shall not be unreasonably withheld, none of the Collateral shall be located at any location other than as set forth above, and that none of the Collateral shall be removed from such location except in the ordinary course of business. In connection with any such change of location or removal, the Debtor will execute and deliver, or cause to be executed and delivered, to the Secured Party all such additional security agreements, financing statements and other documents as the Secured Party shall reasonably request.

5. Change of Name, Etc. The Debtor represents and warrants to the Secured Party that the Debtor will not change its name, identity or corporate structure without giving the Secured Party at least thirty (30) days prior written notice thereof and, in connection with any such change, the Debtor will execute and deliver, or cause to be executed and delivered, to the Secured Party all such additional security agreements, financing statements and other documents as the Secured Party shall reasonably request. This provision shall not be deemed to constitute consent to any change of identity or corporate structure otherwise prohibited in any other agreement between the Debtor and the Secured Party.

6. Encumbrances. The Debtor represents and warrants to the Secured Party that the Debtor has good title to the Collateral and that there are no liens, security interests or other encumbrances against the Collateral other than those of the Secured Party under this Agreement or those in favor of the persons disclosed in Schedule A to this Agreement (the "Existing Lienors" and "Existing Liens", respectively). The Debtor covenants to notify promptly the Secured Party of any claim, lien, security interest or other encumbrance made against the Collateral and shall defend the Collateral against any claim, lien, security interest or other encumbrance adverse to the Secured Party except the Existing Liens.

7. Maintenance of Collateral and Records. The Debtor covenants to keep the Collateral in good condition and repair, ordinary wear and tear excepted. The Secured Party may examine and inspect the Collateral at any reasonable time and for that purpose may enter upon any premises where the Collateral may be located. The Debtor shall pay when due all taxes, assessments and other charges lawfully levied or assessed upon the Collateral, other than those which are being contested in good faith. The Debtor shall keep accurate and complete records listing and describing the Collateral. When requested by the Secured Party, the Debtor shall give the Secured Party a certificate in form satisfactory to the Secured Party listing and describing the Collateral. The Secured Party shall have the right to make copies of any records or other writings which relate to the Collateral.

8. Sales; Other Security Interests; Financing Statements. The Debtor will not without the prior written consent of the Secured Party in each instance:

(a) sell, lease, transfer or otherwise dispose of the Collateral or any interest therein except (i) the Debtor may sell Inventory to bona fide purchasers in arms length transactions in the ordinary course of business, and (ii) the Debtor may, upon not less than ten (10) days prior written notice to the Secured Party, sell Equipment if at the time of such notice the Debtor also provides the Secured Party with such evidence as the Secured Party requests that such Equipment will be immediately replaced with equipment of equal or greater value and the Debtor further takes such action as the Secured Party requests under Section 2 of this Agreement in connection such replacement equipment; or

(b) mortgage, or create a security interest in or lien upon, the Collateral in favor of any person other than the Secured Party or the Existing Lienors, or suffer to exist a security interest

in or lien upon the Collateral in favor of any person other than the Secured Party or the Existing Lienors or permit anything to be done that may impair the value of the Collateral or the security intended to be afforded by this Agreement; or

(c) permit any financing statement covering the Collateral to be on file in any public office pursuant to the Uniform Commercial Code or otherwise, except the financing statements in favor of the Secured Party and the Existing Lienors.

9. Insurance. The Debtor shall maintain insurance covering the Collateral against such risks, with such insurers, in such form, and in such amounts as shall from time to time be reasonably required by the Secured Party. All insurance policies with respect to the Collateral shall be written for the benefit of the Debtor and the Secured Party as their interests may appear, shall be payable in the event of loss to the Secured Party and the Debtor and the Existing Lienors as their interests may appear and shall provide for ten (10) days' prior written notice of cancellation to the Secured Party. At its request, the Debtor shall furnish certificates of insurance to the Secured Party. Upon an Event of Default, the Debtor shall assign to the Secured Party (subject to previous assignments to Existing Lienors) return premiums, dividends and other amounts which may be or become due upon cancellation of any such policies for any reason whatsoever and direct the insurers to pay the Secured Party any sums so due. Upon an Event of Default, the Debtor hereby appoints the Secured Party (subject to previous assignments to Existing Lienors) as attorney-in-fact irrevocable to collect return premiums, dividends and other amounts due on any insurance policy and the proceeds of such insurance, to settle any claims with the insurers in the event of loss or damage, to endorse settlement drafts and to cancel, assign or surrender any insurance policies. If, while any liability or obligation of the Debtor to the Secured Party is outstanding, and upon an Event of Default, any return premiums, dividends, other amounts or proceeds are paid to the Secured Party under such policies, the Secured Party may, at its option take either or both of the following actions: (i) apply such return premiums, dividends, other amounts and proceeds in whole or in part to the payment of any liability or obligation of the Debtor to the Secured Party; or (ii) pay over such return premiums, dividends, other amounts and proceeds in whole or in part to the Debtor for the purpose of repairing or replacing the Collateral destroyed or damaged, any such return premiums, dividends, other amounts and proceeds so paid over to the Debtor by the Secured Party to be subject to the security interest granted to the Secured Party under this Agreement.

10. Default. If an Event of Default (as such term is used in the Note) occurs, then, and in every such event, the Secured Party may declare the Debtor in default and exercise the rights and remedies of a secured party under the Uniform Commercial Code, and as set forth in this Agreement.

11. Rights on Default. If an Event of Default shall occur, the Secured Party may:

(a) without notice or demand to the Debtor declare all Obligations to be immediately due and payable;

(b) exercise the rights and remedies accorded to a secured party under the Uniform Commercial Code or other law or under any instrument or document securing the Obligations (including, without limitation, the right to take immediate possession of the Collateral);

(c) perform any warranty, covenant or agreement which the Debtor has failed to perform under this Agreement; and

(d) take any other action which the Secured Party deems necessary or desirable to protect the Collateral or the security interests granted in this Agreement.

No course of dealing or delay in accelerating any Obligation or in taking or failing to take any other action with respect to any Event of Default shall affect the Secured Party's right to take such action at a later time. No waiver as to any one Event of Default shall affect the Secured Party's rights upon any other Event of Default.

The Secured Party may exercise any or all of its rights or remedies after an Event of Default concurrently with, or independently of, and without regard to, the provisions of any other security agreement or other instrument which secures any Obligation.

After an Event of Default, the Debtor, upon demand by the Secured Party, shall assemble the Collateral at the Debtor's cost and make it available to the Secured Party at a place to be reasonably designated by the Secured Party.

The requirement of the Uniform Commercial Code that the Secured Party give the Debtor reasonable notice of any proposed sale or disposition of the Collateral shall be met if such notice is given at least seven (7) days before the time of such sale or disposition.

The reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Secured Party shall be paid by the Debtor to the Secured Party and shall include, but not be limited to, reasonable fees of attorneys and legal expenses incurred by the Secured Party, and such payment shall be secured by this Agreement.

12. Costs and Expenses. Any reasonable payment made or expense incurred by the Secured Party (including reasonable attorneys' fees and disbursements) in connection with the preparation of this Agreement and any other documents and instruments executed in connection with this Agreement, or in connection with the protection, preservation or amendment of the rights of the Secured Party with respect to the Obligations, security agreements, mortgages or other documents and instruments securing the Obligations, or in connection with any amendment of this Agreement or other agreements, documents and instruments or in connection with the exercise by the Secured Party of any right upon the happening of any Event of Default, shall be added to the indebtedness of the Debtor to the Secured Party, shall earn interest at the rate set forth in the Note, shall be payable upon demand, and shall be secured by the security interests granted in this Agreement and under any other document or instrument securing indebtedness of the Debtor to the Secured Party. In addition, at the option of the Secured Party, upon the

happening of any Event of Default, the Secured Party may pay for insurance on the Collateral, may pay for the maintenance and repair of the Collateral, may pay any taxes, assessments or other charges upon the Collateral which it in good faith has determined to be due and may discharge any other security interest in or lien upon the Collateral and the amount of such expenditures shall be added to the indebtedness of the Debtor to the Secured Party, shall earn interest at the rate set forth in the Note, shall be payable on demand, and shall be secured by the security interests granted in this Agreement and under any other document or instrument securing indebtedness of the Debtor to the Secured Party. The Secured Party shall have no obligation to the Debtor to make any such expenditure nor shall making the same relieve the Debtor of any Event of Default.

13. Notices. All notices under this Agreement shall be deemed given and received if in writing, and sent by certified or registered mail, return receipt requested, to the parties' respective addresses first written above, or to such other addresses as either of the parties may later specify in writing. However, this Section 13 shall not be construed to prohibit written notice by any other method including Federal Express (or other overnight courier), facsimile or telex.

14. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Debtor and its heirs, legal representatives, successors and assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Party and its heirs, legal representatives, successors and assigns, and to any holder of the Note.

15. Term. The term of this Agreement shall be until all Obligations have been paid and performed in full.

16. Waivers. The Debtor hereby waives demand, notice, protest, notice of acceptance of this Agreement, notice of Collateral received or delivered or other action taken in reliance on this Agreement and all other demands and notices of any description. With respect both to Obligations and with respect to the Collateral, the Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereof and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as the Secured Party may deem advisable. The Secured Party may exercise its rights with respect to the Collateral without resorting to and without regard to other collateral or sources for reimbursement for liability. The Secured Party shall not be deemed to have waived any of its rights upon or under any Obligation or the Collateral unless such waiver is in writing and signed by the Secured Party. No delay or omission on the part of the Secured Party in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of the Secured Party with respect to Obligations or the Collateral, whether evidenced by this Agreement or by any other instrument or document, shall be cumulative and may be exercised separately or concurrently.

THE DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN CONNECTICUT AND WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT, AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO THE DEBTOR AT ITS ADDRESS STATED ABOVE AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT THEREOF.

COMMERCIAL TRANSACTION. THE DEBTOR HEREBY ACKNOWLEDGES THAT THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY IT CONSTITUTE COMMERCIAL TRANSACTIONS WITHIN THE MEANING OF CONNECTICUT GENERAL STATUTES SECTION 52-278a. THE DEBTOR EXPRESSLY WAIVES ANY AND ALL RIGHTS TO NOTICE AND HEARING AND ANY RIGHTS UNDER CONNECTICUT GENERAL STATUTES CHAPTER 903a IN CONNECTION WITH ANY PREJUDGMENT REMEDY AVAILABLE TO THE SECURED PARTY.

JURY TRIAL. THE DEBTOR HEREBY WAIVES TRIAL BY JURY IN ANY COURT AND IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT, THE OBLIGATIONS OR THE ENFORCEMENT OF THE SECURED PARTY'S RIGHTS AND REMEDIES. THE DEBTOR ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, VOLUNTARILY AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEY. NO PARTY TO THIS AGREEMENT HAS AGREED WITH OR REQUESTED OF ANOTHER PARTY THAT THE PROVISIONS OF THIS WAIVER WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

17. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon one and the same instrument.

18. Governing Law. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut without regard to its conflict of law rules.

19. Entire Agreement and Modification. This is the only agreement between the Debtor and Secured Party with respect to its subject matter and cancels and takes the place of all previous agreements or understandings, whether written or oral, if any, previously made between the Debtor and the Secured Party. This Agreement may not be modified except by a writing executed by the Debtor and the Secured Party.

20. Severance. If any provision of this Agreement is held unenforceable for any reason, the remainder of the Agreement shall nevertheless remain in full force and effect. If such provision is held unenforceable due to its scope or breadth, then it shall be narrowed and enforced to the scope or breadth permitted by law.

21. Gender. Any reference to the masculine gender shall be deemed to include the

feminine and neuter genders, and any reference to the singular shall be deemed to include the plural, and vice versa, unless the context otherwise requires.

22. Headings. The headings are intended only for convenience and do not constitute part of the text of this Agreement and shall not be used in the interpretation of this Agreement or any of its provisions.

23. Limitation of Liability. No claim shall be made by Debtor against Secured Party or its affiliates, directors, officers, employees, attorneys or agents for any special, indirect or consequential damages in respect of any breach or wrongful conduct (whether the claim is based on contract, tort or duty imposed by law) in connection with, arising out of or in any manner related to the transactions contemplated and relationships established by this Agreement, the Note or any other Obligations, or any act, omission or event occurring in connection therewith; and Debtor hereby waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Debtor:

JAMM PARTNERS, LLC

By: 
Richard Milici, Jr., its Manager

Secured Party:

BLACKSTONE INDUSTRIES, INC.

By: 
Willard P. Nelson, President

Schedule A

Existing Lienor
Name and Address

Description of
Existing Lien

Webster Bank, N.A
281 Tresser Boulevard
2 Stamford Plaza
4th Floor
Stamford, Connecticut 06901

All Assets of Debtor