

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
	CONICITY TECHNOLOGIES, LLC		12/31/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA
	C TECH ACQUISITION, INC.		12/31/2013	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA				
Name:	WEILER CORPORATION			
Street Address:	One Weiler Drive			
City:	Cresco			
State/Country:	PENNSYLVANIA			
Postal Code:	18326-0149			
Entity Type:	CORPORATION: DELAWARE			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	2761113	CONICITY TECHNOLOGIES CT	
CORRESPONDENCE DATA				
Fax Number:	5706963320			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	570-714-4000			
Email:	msmolow@smolowlaw.com			
Correspondent Name:	Mitchell A. Smolow			
Address Line 1:	720 Hampton Road			
Address Line 4:	Shavertown, PENNSYLVANIA 18708			
ATTORNEY DOCKET NUMBER:	195.001			
NAME OF SUBMITTER:	Mitchell a. smolow			
Signature:	/Mitchell A. Smolow/			

OP \$40.00 2761113

Date:

01/13/2014

Total Attachments: 9

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EXHIBIT F

SECURITY AGREEMENT

This Security Agreement (the "Agreement") made as of the 31st day of December, 2013 by and between **WEILER CORPORATION**, having an address of One Weiler Drive, Cresco, PA 18326-0149 (the "Secured Party") and **CONICITY TECHNOLOGIES, LLC** ("Conicity") and **C TECH ACQUISITION, INC.** ("C Tech"), having their principal place of business at 2034 Main Drive, D-15, Unit F Building, Latrobe Industrial Park Latrobe, Pennsylvania 15650 (Conicity and C Tech are collectively referred to as the "Debtors").

WITNESSETH

Debtors are indebted to Secured Party in the amount of Two Hundred Ninety Four Thousand Three Hundred Forty Eight Dollars and 51/100 (\$294,348.51) evidenced by a Note (the "Note") in the original principal amount of the Note (the "Obligation") representing the aggregate amount of unpaid balance of the purchase price owed by Debtors to Secured Party for sale and purchase of Conicity LLC Interest as defined in the Limited Liability Company Membership Interest Sale and Purchase Agreement between Debtors and Secured Party dated December 31, 2013 (the "Purchase Agreement"). Capitalized terms not specifically defined in this Agreement shall have the respective meanings given to them in the Purchase Agreement.

One of the conditions required by Secured Party to sell the Conicity LLC Interest and accept payment of the Obligation under the terms of the Note is that Debtors provide Secured Party with a security interest in the Conicity's tangible and intangible personal property and C Tech's Conicity LLC Interest as more fully set forth below and located at 2034 Main Drive, D-15, Unit F Building, Latrobe Industrial Park Latrobe, Pennsylvania 15650 (the "Premises").

Debtors have agreed to grant Secured Party a first lien purchase money security interest in and lien upon the Collateral (defined below) to secure Debtors' payments due and owing under the Note.

As used herein, "Obligations" shall mean: (a) the Note; (b) each renewal, extension, consolidation or refinancing of the Note; (c) all interest from time to time accruing on the Note; (d) all other amounts payable by Debtors to Secured Party pursuant to the Note; (e) all costs and expenses, including reasonable attorneys' fees, incurred by Secured Party in connection with the Note or in connection with the collection of any portion of the indebtedness described in (a), (b), (c) and (d) hereof; (f) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Agreement; and (g) the performance of the covenants and agreements of Debtors contained in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants stated in this Agreement, and intending to be legally bound, the parties agree as follows:

Debtors and secured party hereby agree as follows:

1. Grant of Security Interest. Debtors hereby grants to Secured Party, to secure the payment and performance in full of the Obligations, a security interest in and pledges and assigns to Secured Party the Conicity "Collateral", which shall include all personal property of Conicity, including the following, all whether now owned or hereafter acquired or arising and wherever located: (i) accounts (including health-care receivables and credit card receivables), accounts receivable, contract rights, chattel paper (including

electronic chattel paper), notes receivable, securities entitlements, securities accounts, investment property, depository accounts, commercial tort claims, instruments and documents (including warehouse receipts), investment property; (ii) goods of every nature, including inventory, stock-in-trade, raw materials, work in process, items held for sale or lease or furnished or to be furnished under contracts of sale or lease, goods that are returned, reclaimed or repossessed, together with materials used or consumed in the Grantor's business; (iii) equipment, including machinery, vehicles, furniture and fixtures; (iv) inventory, (v) general intangibles (including payment intangibles), of every kind and description, including all existing and future customer lists, choses in action, claims (including claims for indemnification or breach of warranty), books, records, patents and patent applications, copyrights, trademarks, trade-names, trade-styles, trademark applications, including, without limitation: Trademark Registration Number 2,761,113, Patent Numbers 2,687,177, 6,669,531 and 6,802,677, goodwill, blueprints, drawings, designs and plans, trade secrets, contracts, licenses, license agreements, formulae, tax and any other types of refunds, returned and unearned insurance premiums, rights and claims under insurance policies, and computer information, software, source codes, object codes, records and data; (vi) all property of Conicity now or hereafter in the Secured Party's possession or in transit to or from, under the custody or control of or on deposit with, the Secured Party or an affiliate thereof, including deposit and other accounts; (vii) all cash and cash equivalents; and (viii) all cash and non-cash proceeds (including insurance proceeds) of all of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof, (ix) all deposit accounts and (b) the C Tech "Collateral", which shall mean the Conicity LLC Interest and all cash and non-cash proceeds (including insurance proceeds) of the foregoing property, all products thereof and all additions and accessions thereto, substitutions therefor and replacements thereof. "UCC" means the Uniform Commercial Code, as adopted and enacted and as in effect from time to time in the Commonwealth of Pennsylvania. Terms used herein which are defined in the UCC and not otherwise defined herein shall have the respective meanings ascribed to such terms in the UCC.

2. Authorization to File Financing Statements. Debtors hereby irrevocably authorize Secured Party at any time and from time to time to file in any filing office in any Uniform Commercial Code ("UCC") jurisdiction any financing statements and amendments thereto that (a) indicate the Collateral and (b) provide any other information required by the UCC of the State or such jurisdiction for the sufficiency or filing office acceptance of any financing statement or amendment, including where CONICITY is an organization, the type of organization and any organization identification number issued to Debtors. Debtors agree to furnish any such information to Secured Party promptly upon Secured Party's request. "State" means the Commonwealth of Pennsylvania. All terms defined in the UCC of the State and used herein shall have the same definitions herein as specified therein.

3. Representations and Warranties Concerning CONICITY'S Legal Status. Debtors represent and warrant to Secured Party as follows: (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action of CONICITY; and (b) this Agreement constitutes, and any instrument or agreement required hereunder to be given by Debtors to Secured Party when delivered will constitute, the legal, valid and binding obligation of Debtors, enforceable against Debtors in accordance with their respective terms.

4. Representations and Warranties Concerning Collateral. Debtors further represent and warrant to Secured Party that Debtors are the respective owners of the Collateral, free from any right or claim of any person or any adverse lien, security interest or other encumbrance, except for (i) the security interest created by this Agreement, (ii) any other liens permitted by Secured Party in writing or (iii) liens existing prior to the date hereof (collectively, the "Permitted Lien"). As of the date of this Agreement, Secured Party has not approved, and there are no, Permitted Liens.

5. Covenants Concerning Collateral.

5.1. Debtors further covenant with Secured Party as follows: (a) except as shall occur in the ordinary course of business, the Collateral will be kept at the Premises and Debtors will not remove the Collateral from the Premises without providing at least thirty (30) days prior written notice to Secured Party, (b) except for the security interest herein granted and the Permitted Lien, Debtors shall be the owner of the Collateral free from any right or claim of any other person or any lien, security interest or other encumbrance, and Debtors shall use commercially reasonable efforts to defend the same against all claims and demands of all persons at any time claiming the same or any interests therein adverse to Secured Party, (c) Debtors shall not pledge, mortgage or create, or suffer to exist any right of any person in or claim by any person to the Collateral, or any security interest, lien or other encumbrance in the Collateral in favor of any person, other than Secured Party, except for the Permitted Lien, (d) Debtors will keep the Collateral in good order and repair, except for ordinary wear and tear, and will not use the same in violation of law or any policy of insurance thereon, (e) upon five (5) days' notice, Debtors will permit Secured Party, or its designee, to inspect the Collateral at the Collateral's location during Debtors' normal business hours on a date which is mutually agreeable to Debtors and Secured Party; provided however, such inspection shall not take place more than once a year (f) Debtors will pay promptly when due all taxes, assessments, governmental charges and levies upon the Collateral or incurred in connection with the use or operation of such Collateral or incurred in connection with this Agreement except for those taxes being contested in good faith for which adequate reserves have been made, (g) Debtors will not sell or otherwise dispose, or offer to sell or otherwise dispose, of the Collateral or any interest therein, in whole or part, except in the ordinary course of business.

5.2. Debtors further acknowledge and agree that Secured Party may present additional documents for execution and filing in other filing offices as may be required to obtain a lien on, and security interest in any and all intangible property of the Debtors, including, without limitations, patents, patent applications, trademarks and other intellectual property rights of Debtors (or either of them) relating to or used in the Business of Conicity, all of which shall be included within the definition of Collateral under this Agreement. Debtors jointly and severally covenant and agree to execute and return to Secured Party any such additional documents reasonably requested by Secured Party within five (5) business days of their delivery to Debtors, and that any failure to comply with this covenant shall constitute an Event of Default under this Agreement.

5.3. Debtors covenant and agree that they shall deliver to Secured Party by electronic transmission on the first (1st) day of each calendar month a schedule presenting to Secured Party the names and addresses of each third party in possession of one or more Conicity Machine(s) (as defined in the Purchase Agreement), indicating the terms and conditions applicable to such party's possession and use of such Machine (ownership, lease, lease-purchase or license).

6. Insurance. Debtors shall: (a) maintain with financially sound and reputable insurers, insurance with coverage and limits as may be required by law and of such character and amounts as are usually maintained by companies engaged in like business with respect to the Collateral; and (b) furnish to Secured Party upon the execution of this Agreement and upon request not more than once per fiscal year, copies of policies and a statement of insurance coverage covering the Collateral, naming Secured Party lender loss payee. Such insurance shall be in such minimum amounts that Debtors will not be deemed a co-insurer under applicable insurance laws, regulations and policies. If no Event of Default (as defined below) has occurred and is continuing, the proceeds of any casualty insurance in respect of any casualty loss of any of the Collateral shall be utilized to repair or replace the Collateral. If an Event of Default has occurred and is continuing, such proceeds shall be used to pay the Obligations.

7. Collateral Protection Expenses; Preservation of Collateral.

(a) Expenses Incurred by Secured Party. In Secured Party's discretion, if Debtors fail to do so, Secured Party may discharge taxes and other encumbrances at any time levied or placed on any of the Collateral, make repairs thereto and pay any necessary filing fees or insurance premiums. Debtors agree to reimburse Secured Party on demand for all expenditures so made. Secured Party shall have no obligation to Debtors to make any such expenditure, nor shall the making thereof be construed as a waiver or cure of any Event of Default.

(b) Secured Party's Obligations and Duties. Secured Party's sole duty with respect to the custody, safe keeping and physical preservation of the Collateral in its possession, under the UCC of the State or otherwise, shall be to deal with such Collateral in the same manner as Secured Party deals with similar property for its own account.

8. Events of Default

The occurrence of any one or more of the following shall constitute an Event of Default (an "Event of Default"):

A. Debtors breaches any condition, provision, or covenant of this Security Agreement including, without limitation, any failure to pay when due the principal and interest, insurance premiums, and taxes (except if such taxes are being contested in good faith and Debtors has posted bond or some other form of security including, but not limited to, an escrow account containing the full amount of the tax obligation) or other obligations secured hereby;

B. An Event of Default occurs under the Note or any other document evidencing or securing the Obligation;

C. The Collateral is attached, levied upon, or seized by any lawful authority; or

D. All or substantially all the Collateral is sold in a single or series of sales transactions.

9. Rights and Remedies. If any Event of Default shall occur, Secured Party may, at its election, and without demand or notice of any kind, do any one or more of the following:

(a) Declare all of the Obligations to Secured Party to be immediately due and payable, whereupon all unpaid principal, interest and fees in respect of such Obligations, together with all of Secured Party's costs, expenses and attorneys' fees related thereto, shall be immediately due and payable;

(b) Exercise any and all rights and remedies available to Secured Party under any applicable law;

(c) Exercise any and all rights and remedies granted to Secured Party under the terms of this Agreement;

(d) Set off the unpaid balance of the Obligations against any debt owing to Debtors by Secured Party or by any affiliate of Secured Party;

(e) In any jurisdiction in which enforcement hereof is sought, in addition to all other rights and remedies, Secured Party shall have the rights and remedies of a secured party under the UCC of

the Commonwealth of Pennsylvania and additional rights and remedies as may be provided to a secured party in the jurisdiction in which Collateral is located, including, without limitation, the right to take possession of the Collateral, and for that purpose Secured Party may, so far as Debtors can give authority therefor, enter upon the premises on which the Collateral may be situated and remove the Collateral therefrom. Secured Party may in its discretion require Debtors to assemble all or any part of the Collateral at such location or locations within the jurisdiction(s) of Debtors' principal office(s) or at such other locations as Secured Party may reasonably designate. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give to Debtors at least ten (10) days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made. Debtors hereby acknowledges that ten (10) days prior written notice of such sale or sales shall be reasonable notice. In addition, Debtors waives any and all rights that it may have to a judicial hearing in advance of the enforcement of any of Secured Party's rights and remedies hereunder, including, without limitation, its right following an Event of Default to take immediate possession of Collateral and to exercise its rights and remedies with respect thereto. Secured Party may also have a receiver appointed to take charge of all or any portion of the Collateral and to exercise all rights of Secured Party under this Agreement.

(f) The remedies in this Section are in addition to, not in limitation of, any other right, power, privilege, or remedy, either in law, in equity, or otherwise, to which Secured Party may be entitled. No failure or delay on the part of Secured Party in exercising any right, power, or remedy will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right hereunder. All Secured Party's rights and remedies, whether evidenced by this Agreement or by any other agreement, instrument or document shall be cumulative and may be exercised singularly or concurrently.

11. Standards for Exercising Rights and Remedies. To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, Debtors acknowledge and agree that it is not commercially unreasonable for Secured Party (a) to fail to incur expenses to prepare Collateral for disposition, if such expenses would, in the reasonable judgment of Secured Party, fail to result in recovery of proceeds from disposition of such Collateral sufficient to justify incurring such expenses, (b) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (c) to fail to remove liens or encumbrances on or any adverse claims against Collateral, (e) to advertise dispositions of Collateral through publications or media of general circulation, only if the Collateral is not of a specialized nature, (f) to contact other persons, whether or not in the same business as Debtors, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (h) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, or (l) to the extent deemed appropriate by Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Secured Party in the collection or disposition of any of the Collateral. Debtors acknowledges that the purpose of this Section is to provide non-exhaustive indications of what actions or omissions by Secured Party would fulfill Secured Party's duties under the UCC of the State or any other relevant jurisdiction in Secured Party's exercise of remedies against the Collateral and that other actions or omissions by Secured Party shall not be deemed to fail to fulfill such duties solely on account of not being indicated in this Section. Without limitation upon the foregoing, nothing contained in this Section shall be construed to grant any rights to Debtors or to impose any duties on Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this Section.

11. No Waiver by Secured Party. Secured Party shall not be deemed to have waived any of its rights and remedies in respect of the Obligations or the Collateral unless such waiver shall be in writing and signed by Secured Party. No delay or omission on the part of Secured Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar to or waiver of any right or remedy on any future occasion. All rights and remedies of Secured Party with respect to the Obligations or the Collateral, whether evidenced hereby, by the Credit Documents, or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or at such times as Secured Party deems expedient.

12. Marshalling. Secured Party shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, Debtors hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Secured Party's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, Debtors hereby irrevocably waives the benefits of all such laws.

13. Proceeds of Dispositions; Expenses. Debtors shall pay to Secured Party on demand any and all expenses, including reasonable attorneys' fees and disbursements, incurred or paid by Secured Party in protecting, preserving or enforcing Secured Party's rights and remedies under or in respect of any of the Obligations or any of the Collateral. After deducting all of said expenses, the residue of any proceeds of collection or sale or other disposition of Collateral shall, to the extent actually received in cash, be applied to the payment of the Obligations in such order or preference as Secured Party may determine, proper allowance and provision being made for any Obligations not then due. Upon the final payment and satisfaction in full of all of the Obligations and after making any payments required by the UCC of the State, any excess shall be returned to Debtors. In the absence of final payment and satisfaction in full of all of the Obligations, Debtors shall remain liable for any deficiency.

14. Governing Law. The provisions of this Agreement and the respective rights and duties of Debtors and Secured Party hereunder shall be governed by and construed in accordance with Pennsylvania law.

15. Waiver of Jury Trial. DEBTORS AND SECURED PARTY EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, BETWEEN SECURED PARTY AND DEBTORS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR THE NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

16. Notices. All notices, requests, demands or other communications provided for hereunder shall be in writing and mailed or delivered to a Party, addressed to it at the address specified at the beginning of this Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as

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Security Agreement

aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Debtors to Secured Party pursuant to any of the provisions hereof shall not be effective until received by Secured Party.

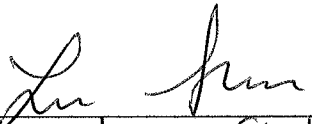
17. Miscellaneous. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon Debtors and its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. Debtors acknowledge receipt of a copy of this Agreement.

[Signature page follows]


IN WITNESS WHEREOF, Debtors, intending to be jointly and severally legally bound hereby, and Secured Party have duly executed and delivered this Security Agreement under seal of the date first above written.


DEBTORS:

WITNESS:


Name: Lucas Shaffer

CONICITY TECHNOLOGIES, LLC
By **C TECH ACQUISITION, INC.**, its
Sole Member

BY: 
WILLIAM R. SHAFFER, President


Name: Lucas Shaffer

C TECH ACQUISITION, INC.

BY: 
WILLIAM R. SHAFFER, President

SECURED PARTY:

WEILER CORPORATION

By: _____
Name: Christopher E. Weiler
Title: President and CEO

IN WITNESS WHEREOF, Debtors, intending to be jointly and severally legally bound hereby, and Secured Party have duly executed and delivered this Security Agreement under seal of the date first above written.

DEBTORS:

WITNESS:

CONICITY TECHNOLOGIES, LLC
By C TECH ACQUISITION, INC., its
Sole Member

Name: _____

BY: _____
WILLIAM R. SHAFFER, President

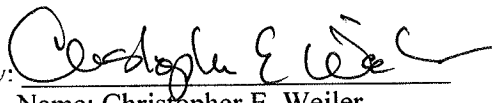
C TECH ACQUISITION, INC.

Name: _____

BY: _____
WILLIAM R. SHAFFER, President

SECURED PARTY:

WEILER CORPORATION

By: 

Name: Christopher E. Weiler
Title: President and CEO