

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM319095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MWV PINNACLE CAPITAL FUND, L.P.		09/30/2014	LIMITED PARTNERSHIP: OHIO
RECEIVING PARTY DATA			
Name:	CARTER FUEL SYSTEMS, LLC		
Street Address:	127 PUBLIC SQUARE		
Internal Address:	SUITE 5110		
City:	CLEVELAND		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1307664	CARTER	
CORRESPONDENCE DATA			
Fax Number:	2165790212		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-586-3939		
Email:	smarkovic@jonesday.com, pcyingier@jonesday.com		
Correspondent Name:	Sasha Markovic		
Address Line 1:	901 LAKESIDE AVENUE		
Address Line 2:	JONES DAY		
Address Line 4:	CLEVELAND, OHIO 44114		
ATTORNEY DOCKET NUMBER:	251205-600004		
NAME OF SUBMITTER:	SASHA MARKOVIC		
SIGNATURE:	/Sasha Markovic/		
DATE SIGNED:	10/06/2014		
Total Attachments: 38			
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RELEASE OF SECURITY INTEREST IN PATENTS AND TRADEMARKS

WHEREAS, MWV Pinnacle Capital Fund, L.P. (hereinafter, "Secured Party"), an Ohio limited partnership, was granted a security interest in those U.S. and foreign Patents, Patent Applications, and Trademarks shown in the attached Exhibit A, a true and correct copy of the Patent, Trademark and Copyright Security Agreement (hereinafter, "Security Agreement") granting said security interest being attached as Exhibit B and recorded with the United States Patent and Trademark Office on: October 18, 2013, at Reel 031436, Frame 0508; October 18, 2013, at Reel 031436, Frame 0382; and October 18, 2013, at Reel 5133, Frame 0521. The security interest was granted by each of AVM Industries, LLC, an Ohio limited liability company, and Carter Fuel Systems, LLC, a Delaware limited liability company, collectively the owners of all of the U.S. and foreign Patents, Patent Applications, and Trademarks shown in Exhibits A and B (AVM Industries, LLC and Carter Fuel Systems, LLC hereinafter collectively referenced as "Grantor").

WHEREAS, pursuant to the Payoff Letter attached as Exhibit C, the Secured Party desires to release its security interest in the U.S. and foreign Patents, Patent Applications, and Trademarks, and terminate the Security Agreement;

NOW, THEREFORE, for good and valuable consideration as set forth in the Payoff Letter, receipt of which is hereby acknowledged, Secured Party hereby:

1. Releases and reassigns to the Grantor any and all liens, security interests, right, title and interest of Secured Party pursuant to the Security Agreement in the U.S. and foreign Patents, Patent Applications, and Trademarks more fully described in Exhibits A and B, without recourse or representation or warranty, express or implied; and

2. Authorizes and requests the Commissioner of Patents and Trademarks of the United States of America, as well as the commissioners/directors of foreign/international patent and trademark offices, to note and record the existence of the release hereby given.

IN WITNESS WHEREOF, Secured Party has caused this Release of Security Interest in U.S. and foreign Patents, Patent Applications, and Trademarks to be signed by its duly authorized representative as of this 30th day of September 2014.

Secured Party:

IN WITNESS WHEREOF, this Release of Security Interest has been executed below by the undersigned:

MWV PINNACLE CAPITAL FUND, L.P.

By: MWV Pinnacle Management Company; to Fund Manager

By: 
Eric Von Hendrix, President

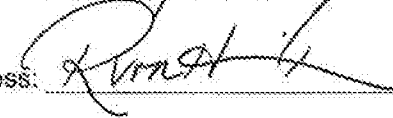
Witness: 

EXHIBIT A

U.S. Patents and Patent Applications				
Title	File Date	Application No.	Patent Issue Date	Patent No.
Fuel Pump Assembly	10/14/1993	08/136,526	11/15/1994	5,363,827
Two Stage Pulse Pump	03/16/1999	09/268,479	12/12/2000	6,158,972
Water Cooled Electric Fuel Pump for Marine Propulsion	05/10/1999	09/307,665	11/27/2001	6,322,410
Marine-Vapor Separator	08/17/1999	09/375,727	07/10/2001	6,257,208
Fuel Transfer Pump and Control	10/03/2000	09/647,645	05/07/2002	6,382,225
In-Tank Water Control	01/18/2001	09/765,009	08/20/2002	6,435,142
Fuel Transfer Pump and Control	06/28/2001	09/893,940	12/17/2002	6,494,226
Fuel Injector	09/10/2002	10/221,422	03/29/2005	6,871,800
Fuel Transfer Pump and Control	10/18/2002	10/273,486	09/21/2004	6,792,966
Fuel Vapor Separator for Internal Combustion Engine	04/06/2004	10/819,050	02/22/2005	6,857,419
Marine Vapor Separator With Bypass Line	09/03/2004	10/933,748	01/30/2007	7,168,414
BLDC Motor and Pump Assembly With Encapsulated Circuit Board	05/17/2006	11/435,958	08/12/2008	7,411,326
System and Method for Manufacturing a Brushless DC Motor Fluid Pump	08/01/2006	11/461,505	04/26/2011	7,931,448
Marine Fuel Vapor Separator With Vent Control Device	10/04/2006	11/538,473	03/17/2009	7,503,314
Fuel Delivery Module	10/11/2006	11/548,400	04/28/2009	7,523,745
Electric Fuel Pump Testing Method and Apparatus	11/16/2006	11/560,618	04/28/2009	7,523,652
BLDC Motor Assembly	05/09/2007	11/746,086	12/07/2010	7,847,457
Fuel Vapor Separator	09/19/2007	11/857,575	10/07/2008	7,431,021
Electrical Connector Integrity Tester	12/19/2007	11/959,552	05/04/2010	7,710,121
Electric Fuel Pump Testing Method and Apparatus	03/27/2009	12/412,570	08/16/2011	7,997,127
Fuel Rail Vent System	06/05/2009	12/478,980	10/25/2011	8,042,522
Fuel Vapor Separator With Evaporative Emissions Chamber and Marine Fuel System and Engine Therewith	08/27/2009	12/548,813	05/01/2012	8,166,955
Vapor Vent Control Apparatus, System and Outboard Marine Engine Therewith	10/23/2009	12/604,538	02/12/2013	8,371,271
Snap Assembly Decoupled Float Vapor Vent Apparatus	12/03/2009	12/630,538	09/10/2013	8,528,526
Fuel System Electro-Static Potential Differential Level Sensor Element and Hardware/Software Configuration	01/07/2010	12/683,974	10/08/2013	8,549,910
Marine Fuel Delivery System With Plastic Housing and Method of Construction Thereof	04/27/2010	12/768,398	06/11/2013	8,459,235

U.S. Patents and Patent Applications				
Title	File Date	Application No.	Patent Issue Date	Patent No.
Thermoelectric Cooled Pump	11/03/2010	12/938,975		
Method of Making a BLDC Motor Assembly	11/09/2010	12/942,264	10/23/2012	8,291,574
Voltage Compensating Piston Fuel Pump and Fuel Delivery System Therewith	12/21/2010	12/974,218	02/25/2014	8,657,586
Vapor Separator With Integral Low Pressure Lift Pump	01/07/2011	12/986,622		
Diesel Fuel System With Advanced Priming	01/18/2011	13/008,696		
Electric Fuel Pump Tester and Method	08/19/2011	13/213,587	07/23/2013	8,494,706
Marine Fuel System With Spill Control Feature	09/23/2011	13/242,555		
Alcohol Detector and Method	12/21/2011	13/332,959		
Fuel Level Sensor for Marine Fuel Vapor Separator External to Unit	01/20/2012	13/354,373		
Fuel Pump Assembly With Grounded Plastic Components and Fuel Tank Assembly Therewith and Method of Construction Thereof	04/16/2012	13/447,843		
Fuel Pump Assembly and Method of Making Same	10/04/2012	13/587,558		
BLDC Motor Assembly	09/14/2012	13/616,909		
Electrical Diagnostic Tool	02/01/2013	13/757,297		
Bi-Directional Vent Valve System	05/16/2013	61/823,957		
Self-Cleaning Fuel Pump	05/31/2013	61/829,897		
Captive Ball and End Connector Assembly	06/23/1993	08/081,851	12/13/1994	5,372,446
End Connector With Captive Ball and Bearing Half With Crushed Elements	11/04/1993	08/147,721	05/23/1995	5,417,512
Seal for Gas Springs and the Like	10/04/1996	08/720,954	07/13/1999	5,921,557
Seal for Gas Springs and the Like	10/04/1996	08/726,124	04/20/1999	5,895,053
Seal for Gas Springs and the Like	10/15/1996	08/730,225	07/13/1999	5,921,556
Damper	01/09/1997	08/780,269	06/22/1999	5,913,391
Connector With Insert Molded Captive Ball	01/08/1997	08/780,713	10/14/1997	5,676,484
Bi-Directional Damper With a Self-Centering Mechanism	03/13/1997	08/816,360	04/27/1999	5,896,959
Ball Socket Connector	07/23/1997	08/899,185	11/10/1998	5,833,383
Seal	02/25/1999	09/257,333	01/30/2001	6,179,297
Communication Terminal Having Caller Identification Information Display Function	06/29/2001	09/893,905	10/24/2006	7,127,237
High rotation angle for gas spring	10/27/2004	10/974,491	02/06/2007	7,172,237

U.S. Patents and Patent Applications				
Title	File Date	Application No.	Patent Issue Date	Patent No.
connection				
Linear Actuator for a Powered Vehicle Lift Gate	10/26/2001	10/056,642	03/16/2004	6,707,173
Temperature Responsive Valve Assembly for a Pneumatic Spring	01/13/2003	10/341,552	11/01/2005	6,959,921
Vehicle Tailgate Dampener and Lift Assist System	04/23/2003	10/421,328	02/15/2005	6,854,781
Temperature Compensating Gas Spring	11/19/2003	10/716,694	12/13/2005	6,974,001
Gas Spring With Integrated Lead Screw Drive	07/01/2004	10/883,202	02/21/2012	8,118,285
Vehicle Liftgate Control System	09/24/2004	10/948,908	04/25/2006	7,034,485
Power-Operator Vehicle Trunk Decklid	09/24/2004	10/950,270	06/13/2006	7,059,649
Vehicle Tailgate Dampener and Lift Assist System	12/10/2004	11/009,427	01/01/2008	7,314,241
Vehicle Decklid System With Planetary Gear	04/20/2005	11/110,391	09/11/2007	7,267,390
Gas Spring Assembly With Selectable Intermediate Stop	06/16/2005	11/154,778	11/10/2009	7,614,616
Multiple Sensory Road Marking Tape	09/15/2005	11/226,973	07/18/2006	7,077,600
Sealed Gas Spring Cover	03/22/2006	11/386,280		

U.S. Trademark Registrations and Trademark Registration Applications				
Mark	File Date	Serial No.	Registration Date	Registration No.
Carter	01/17/1983	73/409,563	12/04/1984	1,307,664

Foreign Patents and Patent Applications					
Title	Country	File Date	Application No.	Patent Issue Date	Patent No.
Improved Seal For Gas Springs and the Like	Canada	10/01/1997	2267329	02/01/2005	2267329
Improved Damper	Canada	11/26/1997	2222445	11/23/2004	2222445
Improved Damper	Japan	12/24/1997	9-354899		
Improved Damper	United Kingdom	01/08/1998	9800376.7	03/14/2001	2323423
Bi-Directional Damper With a Self-Centering Mechanism	Canada	01/21/1998	2282359	02/10/2000	2282359
Bi-Directional Damper	Germany	01/21/1998	19882172.7	02/10/2000	19982172

With a Self-Centering Mechanism					
Bi-Directional Damper With a Self-Centering Mechanism	Japan	01/21/1998	10-539553	12/07/2001	3258338
Bi-Directional Damper With a Self-Centering Mechanism	United Kingdom	01/21/1998	9920653.4	07/11/2001	2338049
Fuel Transfer Pump and Control	Germany	09/13/2000	0961849.7	11/05/2003	60006408.5
Fuel Transfer Pump and Control	Mexico	09/13/2000	PA/a/2002/003053	03/28/2006	235263
Fuel Transfer Pump and Control	Italy	04/10/2002	02717785.6	02/24/2010	1409283
Fuel Transfer Pump and Control	Germany	04/10/2002	02717785.6	02/24/2010	60235469.2
Fuel Transfer Pump and Control	France	04/10/2002	02717785.6	02/24/2010	1409283
Fuel Transfer Pump and Control	Great Britain	04/10/2002	02717785.6	02/24/2010	1409283
Fuel Injector	Great Britain	03/08/2001	0105802.3	09/01/2004	2360819
Marine Vapor Separator With Bypass Line	Germany	09/01/2005	05794380.5	07/25/2012	602005035293.7
Marine Vapor Separator With Bypass Line	France	09/01/2005	05794380.5	07/25/2012	1784569
Marine Vapor Separator With Bypass Line	Great Britain	09/01/2005	05794380.5	07/25/2012	1784569
Marine Vapor Separator With Bypass Line	Italy	09/01/2005	05794380.5	07/25/2012	1784569
Fuel Vapor Separator For Internal Combustion Engine	Italy	04/06/2005	05736760.9	05/30/2012	1733136
Fuel Vapor Separator For Internal Combustion Engine	Germany	04/06/2005	05736760.9	05/30/2012	602005034422.5
Fuel Vapor Separator For Internal Combustion Engine	France	04/06/2005	05736760.9	05/30/2012	1733136
Fuel Level Sensor Assembly Attachment for Fuel Delivery Module	India	10/12/2006	2354/CHENP/2008		

Fuel Delivery Module	Germany	10/12/2006	06816774.1	01/18/2012	602006027220.0
Fuel Delivery Module	France	10/12/2006	06816774.1	01/18/2012	1934462
Fuel Delivery Module	Italy	10/12/2006	06816774.1	01/18/2012	1934462
Fuel Level Sensor Assembly Attachment For Fuel Delivery Module	Japan	10/12/2006	535662/2008	10/19/2012	5111383
Marine Fuel Vapor Separator With Vent Control Device	India	10/10/2006	2355/CHENP/2008		
BLDC Motor and Pump Assembly With Encapsulated Circuit Board	European Patent Convention	05/17/2006	06770453.6		
BLDC Motor and Pump Assembly With Encapsulated Circuit Board	Germany	05/17/2006	06770453.6		
BLDC Motor and Pump Assembly With Encapsulated Circuit Board	India	05/17/2006	5810/CHENP/2007		
Brushless DC Motor Fluid Pump	India	07/31/2007	1150/CHENP/2009		
Brushless DC Motor Fluid Pump	Republic of Korea	07/31/2007	10-2009-7003250		
System and Method for Manufacturing a Brushless DC Motor Fluid Pump	European Patent Convention	07/31/2007	07840602.2		
System and Method for Manufacturing a Brushless DC Motor Fluid Pump	Germany	07/31/2007	07840602.2		
System and Method for Manufacturing a Brushless DC Motor Fluid Pump	France	07/31/2007	07840602.2		
System and Method for Manufacturing a Brushless DC Motor Fluid Pump	Italy	07/31/2007	07840602.2		
Brushless DC Motor Fluid Pump	Japan	07/31/2007	523006/2009	12/14/2012	5152730
System and Method for Manufacturing a Brushless DC Motor	China P.R.	07/31/2007	200780034310.3	08/31/2011	200780034310.3

Fluid Pump					
Fuel Vapor Vent Control With Liquid Sensing Device	Republic of Korea	09/11/2008	10-2010-0058630		
Fuel Vapor Vent Control With Liquid Sensing Device	India	09/11/2008	2087/CHENP/2010		
Fuel Vapor Separator	European Patent Convention	09/11/2008	08831913.2		
Fuel Vapor Vent Control With Liquid Sensing Device	Japan	09/11/2008	525991/2010	05/31/2013	5279831
Fuel Vapor Separator	China P.R.	09/11/2008	200880115369.X	05/30/2012	200880115369.X
BLDC Motor Assembly	Republic of Korea	05/08/2008	10-2009-7025634		
BLDC Motor Assembly	India	05/08/2008	7246/CHENP/2009		
BLDC Motor Assembly	European Patent Convention	05/08/2008	08747847.5		
BLDC Motor Assembly	China P.R.	05/08/2008	200880023273.0	08/22/2012	200880023273.0
BLDC Motor Assembly	Japan	05/08/2008	507650/2010	05/31/2013	5279822
Fuel System Electro-Static Potential Differential Level Sensor Element and Hardware/Software System Configuration	European Patent Convention	01/04/2011	11700979.5		
Fuel System Electro-Static Potential Differential Level Sensor Element and Hardware/Software System Configuration	Republic of Korea	01/04/2011	10-2012-7020422		
Fuel System Electro-Static Potential Differential Level Sensor Element and Hardware/Software System Configuration	China P.R.	01/04/2011	201180011352.1		
Vapor Separator With Integral Low Pressure Lift Pump	European Patent Convention	01/07/2011	11700301.2		
Vapor Separator With Integral Low Pressure Lift Pump	Republic of Korea	01/07/2011	10-2012-7020768		
Vapor Separator With	Japan	01/07/2011	2012-548133		

Integral Low Pressure Lift Pump					
Vapor Separator With Integral Low Pressure Lift Pump	China P.R.	01/07/2011	201180011320.2		
Fuel Rail Vent System	Republic of Korea	10/22/2009	10-2011-7010328		
Fuel Rail Vent System	China P.R.	10/22/2009	200980142117.0		
Fuel Rail Vent System	Japan	10/22/2009	533322/2011		
Fuel Rail Vent System	India	10/22/2009	3438/CHENP/2011		
Fuel Rail Vent System	Germany	10/22/2009	09822688.9	07/31/2013	2337944
Fuel Rail Vent System	France	10/22/2009	09822688.9	07/31/2013	2337944
Fuel Rail Vent System	Italy	10/22/2009	09822688.9	07/31/2013	2337944
Vapor Vent Control Apparatus and Outboard Engine Therewith	European Patent Convention	10/23/2009	09822769.7		
Vapor Vent Control Apparatus and Outboard Engine Therewith	Republic of Korea	10/23/2009	10-2011-7010929		
Vapor Vent Control Apparatus and Outboard Engine Therewith	China P.R.	10/23/2009	200980142112.8		
Vapor Vent Control Apparatus and Outboard Engine Therewith	Japan	10/23/2009	533368/2011		
Vapor Vent Control Apparatus and Outboard Engine Therewith	India	10/23/2009	3450/CHENP/2011		
Snap Assembly Decoupled Flow Vapor Vent Apparatus	Republic of Korea	11/18/2010	10-2012-7016568		
Snap Assembly Decoupled Flow Vapor Vent Apparatus	China P.R.	11/18/2010	201080063094.7		
Snap Assembly Decoupled Flow Vapor Vent Apparatus	European Patent Convention	11/18/2010	10782774.3		
Snap Assembly Decoupled Flow Vapor Vent Apparatus	Japan	11/18/2010	2012-542073		
Marine Fuel Delivery System With Plastic	India	04/27/2010	8611/CHENP/2011		

Housing and Method of Construction Thereof					
Marine Fuel Delivery System With Plastic Housing and Method of Construction Thereof	Japan	04/27/2010	508578/2012		
Marine Fuel Delivery System With Plastic Housing and Method of Construction Thereof	Republic of Korea	04/27/2010	10-2011-7028221		
Marine Fuel Delivery System With Plastic Housing and Method of Construction Thereof	European Patent Convention	04/27/2010	10772501.2		
Marine Fuel Delivery System With Plastic Housing and Method of Construction Thereof	China P.R.	04/27/2010	201080027858.7		
Diesel Fuel System With Advanced Priming	Patent Cooperation Treaty	01/18/2012	US12/21652		
Marine Fuel System With Spill Control Feature	Patent Cooperation Treaty	09/06/2012	US12/53935		
Voltage Compensating Piston Fuel Pump and Fuel Delivery System Therewith	Republic of China	12/14/2011	10-2013-7009574		
Voltage Compensating Piston Fuel Pump and Fuel Delivery System Therewith	European Patent Convention	12/14/2011	11808747.7		
Voltage Compensating Piston Fuel Pump and Fuel Delivery System Therewith	Patent Cooperation Treaty	12/14/2011	US11/64767		
Voltage Compensating Piston Fuel Pump and Fuel Delivery System Therewith	China P.R.	12/14/2011	201180061346.7		
Electric Fuel Pump Tester and Method	Patent Cooperation	08/16/2012	US12/51019		

	Treaty				
Fuel Level Sensor for Marine Fuel Vapor Separator External Unit	Republic of Korea	01/20/2012	10-2013-7011850		
Fuel Level Sensor for Marine Fuel Vapor Separator External Unit	European Patent Convention	01/20/2012	12702110.3		
Fuel Level Sensor for Marine Fuel Vapor Separator External Unit	Patent Cooperation Treaty	01/20/2012	US12/21941		
Fuel Pump Assembly With Grounded Plastic Components and Fuel Tank Assembly Therewith and Method of Construction Thereof [Dip or Spray Conductive Coated Fuel Pump Assembly]	Patent Cooperation Treaty	02/18/2013	US13/26578		
Electrical Diagnostic Tool	Patent Cooperation Treaty	US13/24367			

Foreign Trademark Registrations and Trademark Registration Applications

Mark	Country	Application No.	Registration No.
CARTER	Argentina	1444454	1937257
CARTER	Argentina	1444455	1937241
CARTER	Australia	A217813	A217813
CARTER	Austria	1225/65	55742
CARTER	Belize	4229-06	4229-06
CARTER	Belize	4227-06	4227-06
CARTER	Belize	4228-06	4228-06
CARTER	Benelux	102015	102015
CARTER	Bolivia	47872-C	63233-A
CARTER	Canada	286435	141608
CARTER	Chile	51720	893910
CARTER	China P.R.	177955	177955

CARTER	Columbia	92262621	175113
CARTER	Columbia	262622	134402
CARTER	Costa Rica	2006-0003100	168354
CARTER	Costa Rica	2006-0003101	171211
CARTER	Denmark	1965-01964	1967-03722
CARTER	Dominican Republic	2006-22770	154592
CARTER	Dominican Republic	2006-22768	154710
CARTER	Dominican Republic	2006-22769	154588
CARTER	Ecuador	4043-1995	2130-2005
CARTER	El Salvador	76038-2006	159/72
CARTER	El Salvador	2006-76036	8/86
CARTER	El Salvador	76040-2006	100/89
CARTER	France	86178	1595325
CARTER	Germany	822140	822140
CARTER	Greece	33608	33608
CARTER	Guatemala	3169	52833
CARTER	Honduras	14264-2006	119832
CARTER	Iceland	278	251/1965
CARTER	Iceland	277	252/1965
CARTER	India	1346990	1346990
CARTER	Indonesia	331205	IDM18189
CARTER	Italy	717071	1171485
CARTER	Kenya	35617	1987/035617
CARTER	Libya	13647	
CARTER	Libya	13648	
CARTER	Libya	13649	
CARTER	Mexico	126048	127028
CARTER	Mexico	32/17714	353310
CARTER	Myanmar	7910/2011	7910/2011
CARTER	New Zealand	79135	79135
CARTER	Nicaragua	2006-01130	0700460
CARTER	Nicaragua	2006-01131	0700461
CARTER	Nicaragua	2006-01129	0700459
CARTER	Norway	85789	69646
CARTER	O.A.P.I.	77409	27524
CARTER	Pakistan	43950	43950
CARTER	Panama	150168	150186 01
CARTER	Panama	150188	150188 01
CARTER	Panama	150187	105187 01
CARTER	Peru	5810	33726
CARTER	Philippines	12227	013461
CARTER	Portugal	132297	132297
CARTER	Portugal	132298	132298
CARTER	Puerto Rico	13837	13837
CARTER	Puerto Rico	13838	13838
CARTER	Republic of Korea	89-2031	189589

CARTER	South Africa	65/2179	65/2179
CARTER	Sweden	127468	127468
CARTER	Switzerland	212594	347389
CARTER	Taiwan	79-15464	533698
CARTER	Thailand	69184	Kor118032
CARTER	Turkey	34601	89739
CARTER	Uruguay	296728	384125
CARTER	Venezuela	5181	F-057283
CARTER	Vietnam	12132	10168
CARTER	Zambia	184/87	184/87
CARTER	Zimbabwe	469/87	469/87

EXHIBIT B

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this "Agreement"), dated as of September 23, 2013, is entered into by and among each of the parties listed on the signature pages hereto and each other Person that hereafter joins this Agreement (each a "Pledgor" and collectively the "Pledgors"), and MWV PINNACLE CAPITAL FUND, L.P., an Ohio limited partnership (the "Purchaser").

WHEREAS, reference is made to that certain Amended and Restated Securities Purchase, Guaranty and Security Agreement (the "Securities Purchase Agreement"), of even date herewith, by and among the Purchaser and IST EXPORT, INC., ALPHI MANUFACTURING, LLC, AVM EXPORT, INC., AVM INDUSTRIES, LLC, CARTER FUEL SYSTEMS, LLC, CENTURY TUBE, LLC, CROWNE GROUP, LLC, CROWNE AUTOMOTIVE GROUP, LLC, CROWNE INDUSTRIAL GROUP LLC, IDEAS GROUP CORP., INTERNATIONAL SPECIALTY TUBE, LLC, PM HOLDINGS LIMITED ENTERPRISES, LLC, and PREMIER MARKETING GROUP, LLC, as Borrowers, and POST MERIDIEM PLASTICS LTD., as Canadian Guarantor;

WHEREAS, this Agreement is made by each of the Pledgors to induce the Purchaser to continue to make loans and certain other financial accommodations pursuant to the Securities Purchase Agreement; and

WHEREAS, each of AVM Industries, LLC and Carter Fuel Systems, LLC has agreed, among other things, to grant a security interest to the Purchaser in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the Purchaser and the Pledgors each hereby agrees, covenants, confirms and certifies as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Securities Purchase Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Ohio as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by any Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean all Obligations, debts, liabilities and other obligations of the Borrowers to the Purchaser and any affiliates of the Purchaser.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Purchaser in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the material Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the material Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances (except for liens permitted under Section 7.2 of the Securities Purchase Agreement), including without limitation pledges, assignments, licenses, shop rights and covenants by such Pledgor not to sue third persons;

(d) such Pledgor has the corporate or limited liability company power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of formation or organization, as applicable without providing thirty (30) days prior written notice to the Purchaser;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice the Purchaser; and

(j) such Pledgor shall preserve its corporate or limited liability company existence and except as permitted by the Securities Purchase Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor, or (ii) sell all or substantially all of its assets, except in each case as may otherwise be permitted in the Securities Purchase Agreement.

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Purchaser's prior written consent which shall not be unreasonably withheld, except that such Pledgor may license technology in the ordinary course of

business without the Purchaser's consent to suppliers and customers to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been satisfied in full and all Obligations terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to the Purchaser prompt notice thereof in writing on every six (6) months. Each Pledgor and the Purchaser agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Purchaser shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Securities Purchase Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Purchaser may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Purchaser shall designate by notice to such Pledgor, in Cleveland, Ohio or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Purchaser, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Purchaser may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Purchaser to make, constitute and appoint any officer or agent of the Purchaser, as the Purchaser may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Purchaser to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Purchaser to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Purchaser herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Purchaser herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Purchaser. The

Purchaser hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Purchaser.

8. At such time as the Pledgors shall have paid in full all of the Debt and the Obligations terminated, this Agreement shall terminate and the Purchaser shall execute and deliver to the Pledgors all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Pledgors full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Purchaser pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Purchaser in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgors within fifteen (15) days of demand by the Purchaser, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Securities Purchase Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Purchaser, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been paid in full and the Obligations shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgors. Each Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of the Purchaser (except in the ordinary course of business or any Patent, Trademark or Copyright which is no longer useful in the applicable Pledgor's business), which shall not be unreasonably withheld.

11. Absent an Event of Default, each Pledgor shall have the right to bring suit, action or other proceeding in its own name, and to join the Purchaser, if necessary, as a party to such suit so long as the Purchaser is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Purchaser for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by the Purchaser as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and the Purchaser, nor any failure to exercise nor any delay in exercising, on the part of the Purchaser, any right, power or privilege hereunder or under the Securities Purchase Agreement or other Transaction Documents shall operate as a waiver of such right, power or privilege, 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.

13. All of the Purchaser's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Securities Purchase Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this 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 clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that each Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Ohio without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Ohio State or Federal Court sitting in Cleveland, Ohio, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Ohio State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy or other electronic transmission to the Purchaser of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

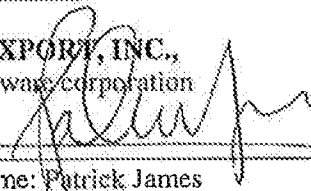
21. All notices, requests, demands, directions and other communications (collectively, "Notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 13.5 (Notice.) of the Securities Purchase Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Purchaser hereunder and under the Other Documents because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Patents, Trademarks and Copyrights, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Patents, Trademarks and Copyrights, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

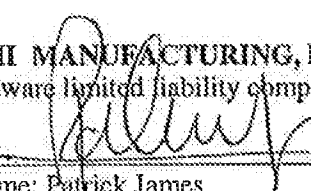
IN WITNESS WHEREOF, the parties hereto have caused this Patent, Trademark and Security Agreement to be executed by their respective officers duly authorized, as of the date first above written.

PLEDGORS:

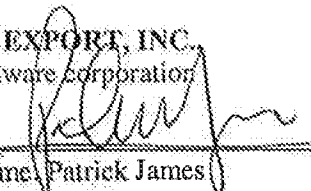
IST EXPORT, INC.,
a Delaware corporation

By 
Name: Patrick James
Title: President

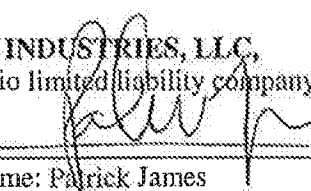
ALPHI MANUFACTURING, LLC,
a Delaware limited liability company

By 
Name: Patrick James
Title: President

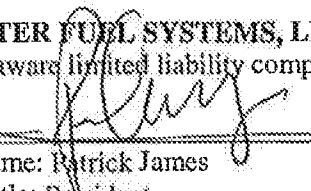
AVM EXPORT, INC.
a Delaware corporation

By 
Name: Patrick James
Title: President

AVM INDUSTRIES, LLC,
an Ohio limited liability company

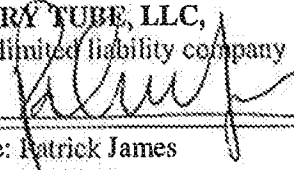
By 
Name: Patrick James
Title: President

CARTER FUEL SYSTEMS, LLC,
a Delaware limited liability company

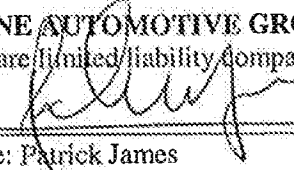
By 
Name: Patrick James
Title: President

(Signature Page to Patent, Trademark and Security Agreement)


CENTURY TUBE, LLC,
an Ohio limited liability company

By 
Name: Patrick James
Title: President

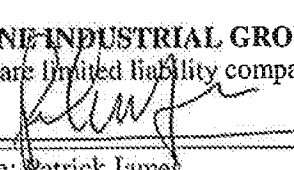
CROWNE AUTOMOTIVE GROUP, LLC,
a Delaware limited liability company

By 
Name: Patrick James
Title: President

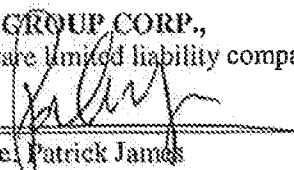
CROWNE GROUP, LLC,
a Delaware limited liability company

By 
Name: Patrick James
Title: President

CROWNE INDUSTRIAL GROUP, LLC,
a Delaware limited liability company

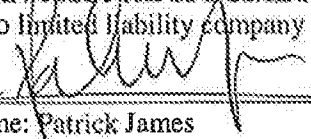
By 
Name: Patrick James
Title: President

IDEAS GROUP CORP.,
a Delaware limited liability company

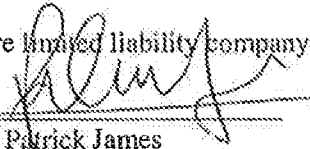
By 
Name: Patrick James
Title: President

{Signature Page to Patent, Trademark and Security Agreement}

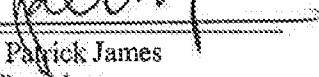
INTERNATIONAL SPECIALTY TUBE, LLC,
an Ohio limited liability company

By 
Name: Patrick James
Title: President

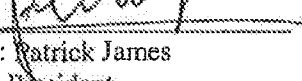
**PM HOLDINGS LIMITED ENTERPRISES,
LLC,**
a Delaware limited liability company

By 
Name: Patrick James
Title: President

PREMIER/MARKETING GROUP, LLC,
an Ohio limited liability company

By 
Name: Patrick James
Title: President

POST MERIDIEM PLASTICS LTD.,
an Ontario corporation

By 
Name: Patrick James
Title: President

(Signature Page to Patent, Trademark and Security Agreement)

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

AVM Industries, LLC:

Updated 3/30/12
US Patents

Title	File Date	Application Number	Patent Issue Date	Patent Number
Linear actuator for a powered vehicle lift	21-Oct-2001	10/056,642	16-Mar-04	6,707,173
Temperature responsive valve assembly for a pneumatic spring	13-Jan-2003	10/341,552	1/11/2005	6,959,921
Vehicle tailgate damper and lift assist system	23-Apr-2003	10/421,328	2/15/2005	6,854,781
Temperature Compensating Gas Spring	19-Nov-2003	10/718,694	12/13/2005	6,974,001
Vehicle Decklid System with Planetary Gear	20-Apr-2005	11/110,391	9/11/2007	7,287,390
Power-operated vehicle trunk decklid	24-Sep-2004	10/350,270	6/13/2006	7,059,639
Vehicle Liftgate Control System	24-Sep-2004	10/948,908	4/25/2006	7,034,485
Captive Ball And End Connector Assembly	23-Jun-1993	08/081,851	12/13/1994	5,372,446
End Connector With Captive Ball And Bearing Ball With Crushed Elements	4-Nov-1993	08/147,721	5/23/1995	5,417,512
Seal For Gas Springs And The Like	4-Oct-1995	08/726124	4/20/1999	5,895,053
Damper	9-Jan-1997	08/780269	6/22/1999	5,913,391
Seal For Gas Springs And The Like	4-Oct-1996	08/730954	7/13/1999	5,921,557
Seal For Gas Springs And The Like	15-Oct-1996	08/730225	7/13/1999	5,921,556
Ball Socket Connector	23-Jul-1997	08/899165	11/10/1998	5,833,383
Bi-Directional Damper With A Self-Centering Mechanism	13-Mar-1997	08/810360	4/27/1999	5,896,959
Seal	25-Feb-1999	09/257393	1/30/2001	6,179,397
Connector With Insert Molded Captive Ball	6-Jan-1997	08/780713	10/14/1997	5,678,484
Vehicle Decklid System with Planetary Gear	20-Apr-2005	11/110391	9/11/2007	7,287,390
High rotation angle for gas spring connection	27-Oct-2004	10/974,491	2/6/2007	7,127,237
Vehicle tailgate damper and lift assist system	10-Dec-2004	11/009427	1/1/2008	7,314,241
Gas Spring Assembly with Selectable Intermediate Stop	16-Jun-2005	11/154778	11/10/2009	7,614,616
Gas spring with integrated lead screw drive	1-Jul-2004	10/883,202	2/21/2012	8,118,285

US applications

Title	File Date	Application Number
Sealed Gas Spring Cover	22-Mar-2006	11/356260
Lift Assist and Damper Arrangement	22-Sep-2011	11/226973

Foreign Patents

File Number	Country	Title	Filing Date	File Number	Grant Date	Grant Number
H11439	Canada	Improved Seal For Gas Springs And The Like	10/1/1997	2267329	2/1/2005	2267329
H11532	Canada	Improved Damper	11/26/1997	2222445	11/23/2004	2222445
H11532	Japan	Improved Damper	12/24/1997	9-254899		
H11532	United Kingdom	Improved Damper	1/8/1998	9800376.7	3/14/2001	2323423
H11643	Canada	Bi-Directional Damper With A Self-Centering Mechanism	1/21/1998	2282359	2/10/2000	2282359
H11643	Germany	Bi-Directional Damper With A Self-Centering Mechanism	1/21/1998	1982172.7	2/10/2000	1982172
H11643	Japan	Bi-Directional Damper With A Self-Centering Mechanism	1/21/1998	10-539653	12/7/2001	3258338
H11643	United Kingdom	Bi-Directional Damper With A Self-Centering Mechanism	1/21/1998	9820653.4	7/11/2001	2338049

**TRADEMARK
REEL: 005375 FRAME: 0202**

Carter Fuel Systems, LLC:

Trademarks:

MarkName	Country	Application Number	Registration Number
CARTER	Argentina	1444454	1937257
CARTER	Argentina	1444455	1937241
CARTER	Australia	A217813	A217813
CARTER	Austria	1225/65	55742
CARTER	Belize	4229-06	4229-06
CARTER	Belize	4227-06	4227-06
CARTER	Belize	4228-06	4228-06
CARTER	Belgium	102015	102015
CARTER	Bolivia	47872-C	63233-A
CARTER	Canada	285435	141608
CARTER	Chile	51720	893910
CARTER	China P.R.	177955	177955
CARTER	Colombia	92262621	175113
CARTER	Colombia	262622	134402
CARTER	Costa Rica	2006-0003100	168354
CARTER	Costa Rica	2006-0003101	171211
CARTER	Denmark	1965-01964	1967-03722
CARTER	Dominican Republic	2006-22770	154592
CARTER	Dominican Republic	2006-22768	154710
CARTER	Dominican Republic	2006-22769	154588
CARTER	Ecuador	4043-1995	2130-2005
CARTER	El Salvador	76038-2006	159772
CARTER	El Salvador	2006-76036	8/86
CARTER	El Salvador	76040-2006	100/89
CARTER	France	86178	1595325
CARTER	Germany	822140	822140
CARTER	Greece	33608	33608
CARTER	Guatemala	3169	52833
CARTER	Honduras	14264-2006	119832
CARTER	Iceland	278	251/1965
CARTER	Iceland	277	252/1965
CARTER	India	1346990	1346990
CARTER	Indonesia	331205	IDM18189
CARTER	Italy	717071	1171485
CARTER	Kenya	35617	1987/035617
CARTER	Libya	13647	
CARTER	Libya	13648	

CARTER	Libya	13649	
CARTER	Mexico	126048	127028
CARTER	Mexico	32/17714	353310
CARTER	Myanmar	7910/2011	7910/2011
CARTER	New Zealand	79135	79135
CARTER	Nicaragua	2006-01130	0700460
CARTER	Nicaragua	2006-01131	0700461
CARTER	Nicaragua	2006-01129	0700459
CARTER	Norway	85789	69646
CARTER	O.A.P.I	77409	27524
CARTER	Pakistan	43950	43950
CARTER	Panama	150186	150186 01
CARTER	Panama	150188	150188 01
CARTER	Panama	150187	150187 01
CARTER	Peru	5810	33726
CARTER	Philippines	12227	013461
CARTER	Portugal	132297	132297
CARTER	Portugal	132298	132298
CARTER	Puerto Rico	13837	13837
CARTER	Puerto Rico	13838	13838
CARTER	Republic of Korea	89-2031	189589
CARTER	South Africa	65/2179	65/2179
CARTER	Sweden	127468	127468
CARTER	Switzerland	212594	347389
CARTER	Taiwan	79-15464	533698
CARTER	Thailand	69184	Kor118032
CARTER	Turkey	34601	89739
CARTER	United States	73/409563	1307664
CARTER	Uruguay	296728	384125
CARTER	Venezuela	5181	F-057283
CARTER	Vietnam	12132	10168
CARTER	Zambia	184/87	184/87
CARTER	Zimbabwe	469/87	469/87

Patents:

Country	Application Date	Application No.	Grant Date	Patent Number	Title
United States	10/14/1993	136526	11/15/1994	5363827	FUEL PUMP ASSEMBLY
United States	03/16/1999	09/268479	12/12/2000	6158972	TWO-STAGE PULSE PUMP
United States	05/10/1999	09/307665	11/27/2001	6322410	WATER COOLED ELECTRIC FUEL PUMP FOR MARINE PROPULSION
United States	08/17/1999	09/375727	07/10/2001	6257208	MARINE-VAPOR SEPARATOR
United States	01/18/2001	09/765009	08/20/2002	6435142	IN-TANK WATER CONTROL

Germany	09/13/2000	00961849.7	11/05/2003	60006408.5	FUEL TRANSFER PUMP AND CONTROL
Mexico	09/13/2000	PA/a/2002/003053	03/28/2006	235263	FUEL TRANSFER PUMP AND CONTROL
United States	09/13/2000	09/647645	03/07/2002	6382225	FUEL TRANSFER PUMP AND CONTROL
Italy	04/10/2002	02717785.6	02/24/2010	1409283	FUEL TRANSFER PUMP AND CONTROL
United States	06/28/2001	09/893940	12/17/2002	6494226	FUEL TRANSFER PUMP AND CONTROL
Germany	04/10/2002	02717785.6	02/24/2010	60235469.2	FUEL TRANSFER PUMP AND CONTROL
France	04/10/2002	02717785.6	02/24/2010	1409283	FUEL TRANSFER PUMP AND CONTROL
Great Britain	04/10/2002	02717785.6	02/24/2010	1409283	FUEL TRANSFER PUMP AND CONTROL
Great Britain	03/08/2001	0105802.3	09/01/2004	2360819	FUEL INJECTOR
United States	03/09/2001	10/221422	03/29/2005	6871800	FUEL INJECTOR
United States	10/18/2002	10/273486	09/21/2004	6792966	FUEL TRANSFER PUMP AND CONTROL
United States	09/03/2004	10/933748	01/30/2007	7168414	MARINE VAPOR SEPARATOR WITH BYPASS LINE
Germany	09/01/2005	05794380.5	07/25/2012	602005035293.7	MARINE VAPOR SEPARATOR WITH BYPASS LINE
France	09/01/2005	05794380.5	07/25/2012	1784569	MARINE VAPOR SEPARATOR WITH BYPASS LINE
Great Britain	09/01/2005	05794380.5	07/25/2012	1784569	MARINE VAPOR SEPARATOR WITH BYPASS LINE
Italy	09/01/2005	05794380.5	07/25/2012	1784569	MARINE VAPOR SEPARATOR WITH BYPASS LINE
Italy	04/06/2005	05736760.9	05/30/2012	1733136	FUEL VAPOR SEPARATOR FOR INTERNAL COMBUSTION ENGINE
Germany	04/06/2005	05736760.9	05/30/2012	602005034422.5	FUEL VAPOR SEPARATOR FOR INTERNAL COMBUSTION ENGINE
France	04/06/2005	05736760.9	05/30/2012	1733136	FUEL VAPOR SEPARATOR FOR INTERNAL COMBUSTION ENGINE
United States	04/06/2004	10/819050	02/22/2005	6837419	FUEL VAPOR SEPARATOR FOR INTERNAL COMBUSTION ENGINE
India	10/12/2006	2354/CHENP/2008			FUEL LEVEL SENSOR ASSEMBLY ATTACHMENT FOR FUEL DELIVERY MODULE
United States	10/11/2006	11/548400	04/28/2009	7523745	FUEL DELIVERY MODULE
Germany	10/12/2006	06816774.1	01/18/2012	602006027220.0	FUEL DELIVERY MODULE
France	10/12/2006	06816774.1	01/18/2012	1934462	FUEL DELIVERY MODULE
Italy	10/12/2006	06816774.1	01/18/2012	1934462	FUEL DELIVERY MODULE
Japan	10/12/2006	535662/2008	10/19/2012	5111383	FUEL LEVEL SENSOR ASSEMBLY ATTACHMENT FOR FUEL DELIVERY MODULE
India	10/10/2006	2355/CHENP/2008			MARINE FUEL VAPOR SEPARATOR WITH VENT CONTROL DEVICE
United States	10/04/2006	11/538473	03/17/2009	7503314	MARINE FUEL VAPOR SEPARATOR WITH VENT CONTROL DEVICE
European Patent Convention	05/17/2006	06770453.5			BLDC MOTOR AND PUMP ASSEMBLY WITH ENCAPSULATED CIRCUIT BOARD
Germany	05/17/2006	06770453.6			BLDC MOTOR AND PUMP ASSEMBLY WITH ENCAPSULATED CIRCUIT BOARD
India	05/17/2006	5810/CHENP/2007			BLDC MOTOR AND PUMP ASSEMBLY WITH ENCAPSULATED CIRCUIT BOARD

United States	05/17/2006	11/435958	08/12/2008	7411326	BLDC MOTOR AND PUMP ASSEMBLY WITH ENCAPSULATED CIRCUIT BOARD
India	07/31/2007	1150/CHEMP/2009			BRUSHLESS DC MOTOR FLUID PUMP
Republic of Korea	07/31/2007	10-2009-7003250			BRUSHLESS DC MOTOR FLUID PUMP
European Patent Convention	07/31/2007	07840602.2			SYSTEM AND METHOD FOR MANUFACTURING A BRUSHLESS DC MOTOR FLUID PUMP
Germany	07/31/2007	07840602.2			SYSTEM AND METHOD FOR MANUFACTURING A BRUSHLESS DC MOTOR FLUID PUMP
France	07/31/2007	07840602.2			SYSTEM AND METHOD FOR MANUFACTURING A BRUSHLESS DC MOTOR FLUID PUMP
Italy	07/31/2007	07840602.2			SYSTEM AND METHOD FOR MANUFACTURING A BRUSHLESS DC MOTOR FLUID PUMP
United States	08/01/2006	11/461505	04/26/2011	7931448	SYSTEM AND METHOD FOR MANUFACTURING A BRUSHLESS DC MOTOR FLUID PUMP
Japan	07/31/2007	523006/2009	12/14/2012	5152730	BRUSHLESS DC MOTOR FLUID PUMP
China P.R.	07/31/2007	200780034310.3	08/31/2011	200780034310.3	SYSTEM AND METHOD FOR MANUFACTURING A BRUSHLESS DC MOTOR FLUID PUMP
Republic of Korea	09/11/2008	10-2010-0058630			FUEL VAPOR VENT CONTROL WITH LIQUID SENSING DEVICE
India	09/11/2008	2087/CHHNP/2010			FUEL VAPOR VENT CONTROL WITH LIQUID SENSING DEVICE
European Patent Convention	09/11/2008	08831913.2			FUEL VAPOR SEPARATOR
Japan	09/11/2008	525991/2010	05/31/2013	5279831	FUEL VAPOR VENT CONTROL WITH LIQUID SENSING DEVICE
China P.R.	09/11/2008	200880115369.X	05/30/2012	200880115369.X	FUEL VAPOR SEPARATOR
United States	09/19/2007	11/837575	10/07/2008	7431021	FUEL VAPOR VENT CONTROL WITH LIQUID SENSING DEVICE
Republic of Korea	05/08/2008	10-2009-7025634			BLDC MOTOR ASSEMBLY
India	05/08/2008	7246/CHEMP/2009			BLDC MOTOR ASSEMBLY
European Patent Convention	05/08/2008	08747847.3			BLDC MOTOR ASSEMBLY
United States	09/14/2012	13/616909			BLDC MOTOR ASSEMBLY
China P.R.	05/08/2008	200880023273.0	08/22/2012	200880023273.0	BLDC MOTOR ASSEMBLY
Japan	05/08/2008	507650/2010	05/31/2013	5279822	BLDC MOTOR ASSEMBLY
United States	05/09/2007	11/746086	12/07/2010	7847457	BLDC MOTOR ASSEMBLY
United States	11/09/2010	12/942264	10/23/2012	8291574	BLDC MOTOR ASSEMBLY
United States	03/27/2009	12/412570	08/16/2011	7997127	ELECTRIC FUEL PUMP TESTING METHOD AND APPARATUS
United States	11/16/2006	11/560618	04/28/2009	7523652	ELECTRIC FUEL PUMP TESTING METHOD AND APPARATUS
United States	12/19/2007	11/959552	05/04/2010	7710121	ELECTRICAL CONNECTOR INTEGRITY TESTER
United States	11/14/2010	12/938975			THERMOELECTRIC COOLED PUMP
United States	08/27/2009	12/548813	05/01/2012	8166955	MARINE FUEL VAPOR SEPARATOR WITH EVAPORATIVE EMISSIONS CHAMBER AND MARINE FUEL SYSTEM AND ENGINE THEREWITH

United States	01/07/2010	12/683974			FUEL SYSTEM ELECTRO-STATIC POTENTIAL DIFFERENTIAL LEVEL SENSOR ELEMENT AND HARDWARE/SOFTWARE SYSTEM CONFIGURATION
European Patent Convention	01/04/2011	11700979.5			FUEL SYSTEM ELECTRO-STATIC POTENTIAL DIFFERENTIAL LEVEL SENSOR ELEMENT AND HARDWARE/SOFTWARE SYSTEM CONFIGURATION
Republic of Korea	01/04/2011	10-2012-7020422			FUEL SYSTEM ELECTRO-STATIC POTENTIAL DIFFERENTIAL LEVEL SENSOR ELEMENT AND HARDWARE/SOFTWARE SYSTEM CONFIGURATION
China P.R.	01/04/2011	201180011352.1			FUEL SYSTEM ELECTRO-STATIC POTENTIAL DIFFERENTIAL LEVEL SENSOR ELEMENT AND HARDWARE/SOFTWARE SYSTEM CONFIGURATION
European Patent Convention	01/07/2011	11700301.2			VAPOR SEPARATOR WITH INTEGRAL LOW PRESSURE LIFT PUMP
Republic of Korea	01/07/2011	10-2012-7020768			VAPOR SEPARATOR WITH INTEGRAL LOW PRESSURE LIFT PUMP
Japan	01/07/2011	2012-548133			VAPOR SEPARATOR WITH INTEGRAL LOW PRESSURE LIFT PUMP
China P.R.	01/07/2011	201180011320.2			VAPOR SEPARATOR WITH INTEGRAL LOW PRESSURE LIFT PUMP
United States	01/07/2011	12/986622			VAPOR SEPARATOR WITH INTEGRAL LOW PRESSURE LIFT PUMP
Republic of Korea	10/22/2009	10-2011-7010528			FUEL RAIL VENT SYSTEM
China P.R.	10/22/2009	200980142117.0			FUEL RAIL VENT SYSTEM
Japan	10/22/2009	533322/2011			FUEL RAIL VENT SYSTEM
India	10/22/2009	3438/CHENP/2011			FUEL RAIL VENT SYSTEM
United States	06/05/2009	12/478980	10/25/2011	8042522	FUEL RAIL VENT SYSTEM
Germany	10/22/2009	09822688.9	07/31/2013	2337944	FUEL RAIL VENT SYSTEM
France	10/22/2009	09822688.9	07/31/2013	2337944	FUEL RAIL VENT SYSTEM
Italy	10/22/2009	09822688.9	07/31/2013	2337944	FUEL RAIL VENT SYSTEM
European Patent Convention	10/23/2009	09822769.7			VAPOR VENT CONTROL APPARATUS AND OUTBOARD ENGINE THEREWITH
Republic of Korea	10/23/2009	10-2011-7010929			VAPOR VENT CONTROL APPARATUS AND OUTBOARD ENGINE THEREWITH
China P.R.	10/23/2009	200980142112.8			VAPOR VENT CONTROL APPARATUS AND OUTBOARD ENGINE THEREWITH
Japan	10/23/2009	533368/2011			VAPOR VENT CONTROL APPARATUS AND OUTBOARD ENGINE THEREWITH
India	10/23/2009	3450/CHENP/2011			VAPOR VENT CONTROL APPARATUS AND OUTBOARD ENGINE THEREWITH
United States	10/23/2009	12/604538	02/12/2013	8371271	VAPOR VENT CONTROL APPARATUS AND OUTBOARD ENGINE THEREWITH
United States	12/03/2009	12/630538			SNAP ASSEMBLY DECOUPLED FLOW VAPOR VENT APPARATUS

Republic of Korea	11/18/2010	10-2012-7016568			SNAP ASSEMBLY DECOUPLED FLOW VAPOR VENT APPARATUS
China P.R.	11/18/2010	201080063094.7			SNAP ASSEMBLY DECOUPLED FLOW VAPOR VENT APPARATUS
European Patent Convention	11/18/2010	10782774.3			SNAP ASSEMBLY DECOUPLED FLOW VAPOR VENT APPARATUS
Japan	11/18/2010	2012-542073			SNAP ASSEMBLY DECOUPLED FLOW VAPOR VENT APPARATUS
India	04/27/2010	8611/CHENF/2011			MARINE FUEL DELIVERY SYSTEM WITH PLASTIC HOUSING AND METHOD OF CONSTRUCTION THEREOF
Japan	04/27/2010	598578/2012			MARINE FUEL DELIVERY SYSTEM WITH PLASTIC HOUSING AND METHOD OF CONSTRUCTION THEREOF
Republic of Korea	04/27/2010	10-2011-7028221			MARINE FUEL DELIVERY SYSTEM WITH PLASTIC HOUSING AND METHOD OF CONSTRUCTION THEREOF
European Patent Convention	04/27/2010	10772501.2			MARINE FUEL DELIVERY SYSTEM WITH PLASTIC HOUSING AND METHOD OF CONSTRUCTION THEREOF
China P.R.	04/27/2010	201080027858.7			MARINE FUEL DELIVERY SYSTEM WITH PLASTIC HOUSING AND METHOD OF CONSTRUCTION THEREOF
United States	04/27/2010	12/768398	06/11/2013	8459235	MARINE FUEL DELIVERY SYSTEM WITH PLASTIC HOUSING AND METHOD OF CONSTRUCTION THEREOF
United States	01/18/2011	13/008696			DIESEL FUEL SYSTEM WITH ADVANCED PRIMING
Patent Cooperation Treaty	01/18/2012	US12/21652			DIESEL FUEL SYSTEM WITH ADVANCED PRIMING
Patent Cooperation Treaty	09/06/2012	US12/33935			MARINE FUEL SYSTEM WITH SPILL CONTROL FEATURE
United States	09/23/2011	13/242355			MARINE FUEL SYSTEM WITH SPILL CONTROL FEATURE
Republic of Korea	12/14/2011	10-2013-7069574			VOLTAGE COMPENSATING PISTON FUEL PUMP AND FUEL DELIVERY SYSTEM THEREWITH
European Patent Convention	12/14/2011	11808747.7			VOLTAGE COMPENSATING PISTON FUEL PUMP AND FUEL DELIVERY SYSTEM THEREWITH
United States	12/21/2010	12/974218			VOLTAGE COMPENSATING PISTON FUEL PUMP AND FUEL DELIVERY SYSTEM THEREWITH
Patent Cooperation Treaty	12/14/2011	US11/64767			VOLTAGE COMPENSATING PISTON FUEL PUMP AND FUEL DELIVERY SYSTEM THEREWITH
China P.R.	12/14/2011	201180061346.7			VOLTAGE COMPENSATING PISTON FUEL PUMP AND FUEL DELIVERY SYSTEM THEREWITH
Patent Cooperation Treaty	08/16/2012	US12/51019			ELECTRIC FUEL PUMP TESTER AND METHOD
United States	08/19/2011	13/213587	07/23/2013	8494706	ELECTRIC FUEL PUMP TESTER AND METHOD
United States	13/21/2011	13/332959			ALCOHOL DETECTOR AND METHOD

Republic of Korea	01/20/2012	10-2013-7011850			FUEL LEVEL SENSOR FOR MARINE FUEL VAPOR SEPARATOR EXTERNAL TO UNIT
European Patent Convention	01/20/2012	12702110.3			FUEL LEVEL SENSOR FOR MARINE FUEL VAPOR SEPARATOR EXTERNAL TO UNIT
United States	01/20/2012	13/354373			FUEL LEVEL SENSOR FOR MARINE FUEL VAPOR SEPARATOR EXTERNAL TO UNIT
Patent Cooperation Treaty	01/20/2012	US12/21941			FUEL LEVEL SENSOR FOR MARINE FUEL VAPOR SEPARATOR EXTERNAL TO UNIT
Patent Cooperation Treaty	02/18/2013	US13/26578			FUEL PUMP ASSEMBLY WITH GROUNDED PLASTIC COMPONENTS AND FUEL TANK ASSEMBLY THEREWITH AND METHOD OF CONSTRUCTION THEREOF [DIP OR SPRAY CONDUCTIVE COATED FUEL PUMP ASSEMBLY]
United States	04/16/2012	13/447843			FUEL PUMP ASSEMBLY WITH GROUNDED PLASTIC COMPONENTS AND FUEL TANK ASSEMBLY THEREWITH AND METHOD OF CONSTRUCTION THEREOF [DIP OR SPRAY CONDUCTIVE COATED FUEL PUMP ASSEMBLY]
United States	02/01/2013	13/757297			ELECTRICAL DIAGNOSTIC TOOL
Patent Cooperation Treaty	02/01/2013	US13/24367			ELECTRICAL DIAGNOSTIC TOOL
United States	08/16/2012	13/587558			FUEL PUMP ASSEMBLY AND METHOD OF MAKING SAME [METHOD OF MOUNTING BLDC MOTOR CONTROLLER PCB ASSEMBLY]
United States	05/31/2013	61/829897			SELF-CLEANING FUEL PUMP
United States	05/16/2013	61/823957			BIDIRECTIONAL VENT VALVE SYSTEM

EXHIBIT C

September 30, 2014

Crowne Group, LLC

Aldon Enterprises, Inc.

AVM Export, Inc.

Carter Fuel Export, Inc.

Century Tube, LLC

Crowne Automotive Group, LLC

Crowne Industrial Group, LLC

International Speciality Tube, LLC

Premier Marketing Group, LLC

Sur Flo Acquisition, LLC

c/o Crowne Group, LLC
127 Public Square, Suite 5110
Cleveland, Ohio 44114
Attention: Patrick James, Chairman

IST Export, Inc.

Alphi Manufacturing, LLC

AVM Industries, LLC

Carter Fuel Systems, LLC

Century Export, Inc.

Ideas Group Corp.

PM Holdings Limited Enterprises, LLC

Post Meridiam Plastics Ltd.

Sur-Flo Plastics and Engineering, Inc.

Tri-Bro Sales, Inc.

Re: Payoff Letter

Dear Mr. James:

Reference is made to that certain Amended and Restated Securities Purchase, Guaranty and Security Agreement dated as of September 18, 2013 (as amended, the "Agreement") by and among the Borrowers set forth on the signature pages hereto (collectively, the "Borrowers") and MWV Pinnacle Capital Fund, L.P., an Ohio limited partnership (the "Lender"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

The Borrowers have informed the Lender that they intend to repay, or cause to be repaid, in full the Notes and all other Obligations relating thereto due and owing to the Lender on September 30, 2014 (the "Payoff Date").

If received by 2:00 pm (Cleveland time) on the Payoff Date the total cash amount due will be \$9,999,291.26 (the "Cash Payoff Amount") consisting of:

\$9,599,214.89	in principal,
\$ 363,323.83	in interest and fees, and
\$ <u>36,752.54</u>	in unpaid legal fees and expenses
\$9,999,291.26	Total

Payment of the Cash Payoff Amount should be made to the Lender by wire transfer of immediately available funds directed as follows:

MWV Pinnacle Capital Fund, L.P
ABA ROUTING: 041001039
ACCOUNT # 351521009438
REFERENCE: CROWNE

Upon receipt of the Cash Payoff Amount, Lender will promptly advise Crowne Group, LLC on behalf of itself and all the Borrowers that it has received the Cash Payoff Amount in accordance with the terms of this letter. Upon receipt of the Cash Payoff Amount, (i) all security interests and liens (if any) which Borrowers may have granted to the Lender in, on or against Borrowers' property or assets, as the case may be, shall be automatically released and terminated, and upon confirmation from Lender that the Cash Payoff Amount has been received, Borrowers (and its and their designees) and its and their respective attorneys shall be authorized to file, at the sole expense of the Borrowers termination statements with respect to all Uniform Commercial Code financing statements, financing change statements discharging all Personal Property Security Act financing statements and releases related to intellectual property assignments filed in connection with the Transaction Documents by or for the benefit of the Lender against the Borrowers (collectively, the "Collateral Documents"), (ii) those obligations of the Borrowers that are specified in the Agreement or any of the Transaction Documents as surviving shall, as so specified survive without prejudice and remain in full force and effect (provided that such obligations shall not be secured), (iii) all other Obligations of the Borrowers shall be deemed paid in full, released and discharged, and the Agreement and the other Transaction Documents and all other obligations of the Borrowers under the Agreement and the other Transaction Documents shall be deemed terminated, all without any further action being required to effectuate the foregoing, but nothing herein shall be construed as a discharge of any liability of the Borrowers not specifically referenced herein, (iv) at the request of Borrower, the Lender shall file, or cause to be filed, UCC termination statements or assignment releases or Personal Property Security Act financing change statements relating to the Collateral Documents and other documents in order to evidence the termination of the liens and security interests granted pursuant to the Transaction Documents as they pertain to the Borrowers and the Lender will, at Borrowers' expense, execute and deliver such releases and other documents as the Borrowers reasonably request in order to evidence the termination of the liens and security interests granted pursuant to the Transaction Documents as they pertain to the Borrowers, and (v) the Lender will, at the expense of the Borrowers, promptly deliver any Collateral in its possession to the Borrowers or such party as the Borrowers may direct in writing.

Unless otherwise agreed in a writing executed by the Lender, the terms of this letter shall not be effective after 2:00 pm (Cleveland time) on September 30, 2014 unless the Cash Payoff Amount has been received by the Lender on or before such date and time. The terms of this letter shall be enforceable solely by the Borrowers and may not be relied upon by any other person.

By acknowledging and agreeing to this letter, the Borrowers represent and warrant to the Lender that the Borrowers' obligations to Chase under the Senior Loan Documentation are being paid in full prior to payment of the Cash Payoff Amount to the Lender as contemplated in this letter and such payment to Chase is a precondition to the effectiveness of this letter.

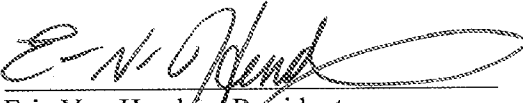
This letter may be executed in any number of separate counterparts, each of which shall, collectively and separately, constitute one agreement. Delivery of an executed signature page of this letter by electronic image scan transmission shall be effective as delivery of a manually executed counterpart hereof.

[Signature Pages Follow]

Very truly yours,

MWV PINNACLE CAPITAL FUND, L.P.

By: MWV Pinnacle Management Company; to Fund Manager

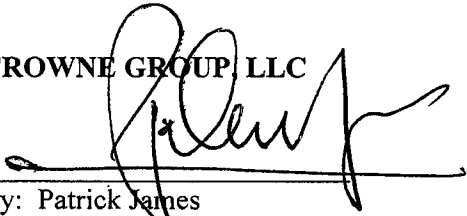
By: 
Eric Von Hendrix, President

TRADEMARK

REEL: 005375 FRAME: 0214

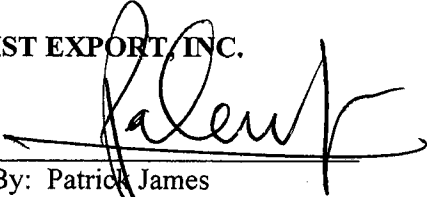
ACKNOWLEDGED AND AGREED:

CROWNE GROUP, LLC



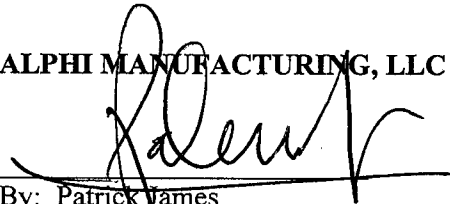
By: Patrick James
Its: Chairman and Chief Executive Officer

IST EXPORT, INC.



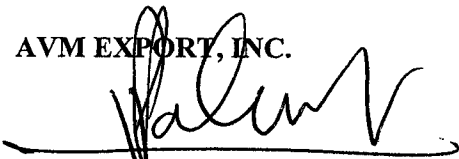
By: Patrick James
Its: Chairman and Chief Executive Officer

ALPHI MANUFACTURING, LLC



By: Patrick James
Its: Chairman and Chief Executive Officer

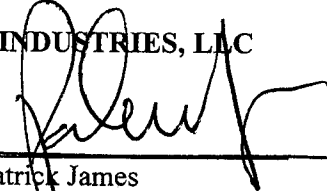
AVM EXPORT, INC.



By: Patrick James
Its: Chairman and Chief Executive Officer

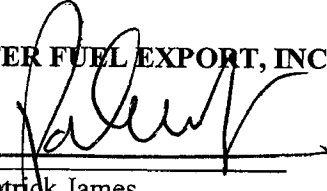
[Pinnacle Payoff Letter]

AVM INDUSTRIES, LLC



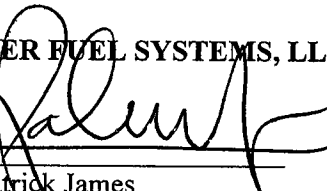
By: Patrick James
Its: Chairman and Chief Executive Officer

CARTER FUEL EXPORT, INC.



By: Patrick James
Its: President

CARTER FUEL SYSTEMS, LLC



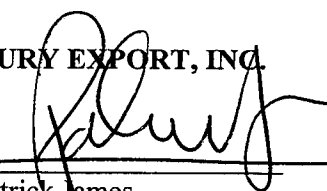
By: Patrick James
Its: Chairman and Chief Executive Officer

CENTURY TUBE, LLC



By: Patrick James
Its: Chairman and Chief Executive Officer

CENTURY EXPORT, INC.



By: Patrick James
Its: President

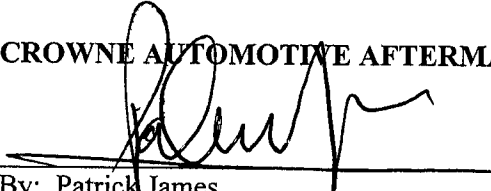
CROWNE AUTOMOTIVE OE, LLC



By: Patrick James
Its: Chairman and Chief Executive Officer

[Pinnacle Payoff Letter]

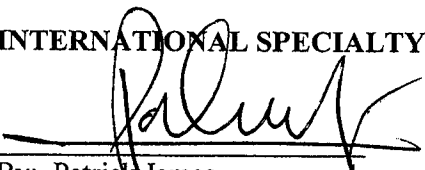
CROWNE AUTOMOTIVE AFTERMARKET, LLC


By: Patrick James
Its: Chairman and Chief Executive Officer

IDEAS GROUP CORP.


By: Patrick James
Its: Chairman and Chief Executive Officer


INTERNATIONAL SPECIALTY TUBE, LLC


By: Patrick James
Its: Chairman and Chief Executive Officer


PM HOLDINGS LIMITED ENTERPRISES, LLC


By: Patrick James
Its: Chairman and Chief Executive Officer

PREMIER MARKETING GROUP, LLC

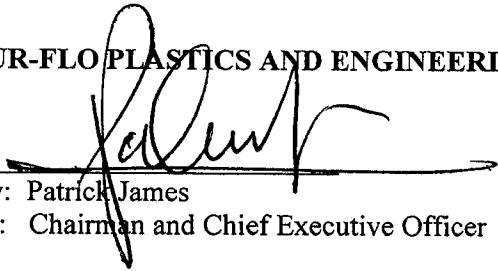

By: Patrick James
Its: Chairman and Chief Executive Officer

POST MERIDIEM PLASTICS LTD.


By: Patrick James
Its: Chairman and Chief Executive Officer

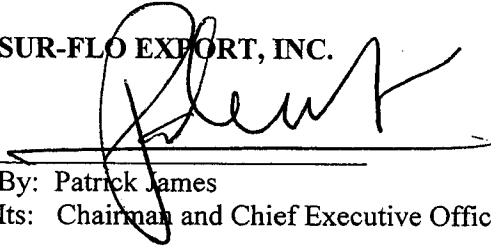
[Pinnacle Payoff Letter]

SUR-FLO PLASTICS AND ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Patrick James', written over a horizontal line.

By: Patrick James
Its: Chairman and Chief Executive Officer

SUR-FLO EXPORT, INC.

A handwritten signature in black ink, appearing to read 'Patrick James', written over a horizontal line.

By: Patrick James
Its: Chairman and Chief Executive Officer

[Pinnacle Payoff Letter]