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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM341904

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LC Group, Inc.		05/15/2015	CORPORATION: DELAWARE
Crowley Chemical Company, Inc.		05/15/2015	CORPORATION: NEW YORK
Crowley Tar Products Company, Inc.		05/15/2015	CORPORATION: NEW YORK
Crowley Real Estate LLC		05/15/2015	LIMITED LIABILITY COMPANY: OHIO
Rusmar Solutions, Inc.		05/15/2015	CORPORATION: DELAWARE
Rusmar Holding Corporation		05/15/2015	CORPORATION: DELAWARE
Rusmar Incorporated		05/15/2015	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	M&T Bank
Street Address:	One M&T Plaza, 12th Floor
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14203
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1552408	RUSMAR FOAM TECHNOLOGY
Registration Number:	4415209	RUSFOAM
Registration Number:	2775769	VIPLEX
Registration Number:	1754724	VYCEL
Registration Number:	0818122	CYCLO-FLO
Registration Number:	1316394	POLYPET
Registration Number:	0783060	ROSINTENE

CORRESPONDENCE DATA

900325190

Fax Number: 2155648120

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

TRADEMARK

REEL: 005520 FRAME: 0289

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-564-8132

Email: nrymal@stradley.com

Correspondent Name: Noreen Rymal for Melissa Pang, Esq.

Address Line 1: 2005 Market Street

Address Line 2: Suite 2600

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	163415-0033
NAME OF SUBMITTER:	Noreen Rymal
SIGNATURE:	/noreenrymal/
DATE SIGNED:	05/20/2015

Total Attachments: 14

source=MT-LC Group Executed IP Security Agreement#page1.tif source=MT-LC Group Executed IP Security Agreement#page2.tif source=MT-LC Group Executed IP Security Agreement#page3.tif source=MT-LC Group Executed IP Security Agreement#page4.tif source=MT-LC Group Executed IP Security Agreement#page5.tif source=MT-LC Group Executed IP Security Agreement#page6.tif source=MT-LC Group Executed IP Security Agreement#page7.tif source=MT-LC Group Executed IP Security Agreement#page8.tif source=MT-LC Group Executed IP Security Agreement#page9.tif source=MT-LC Group Executed IP Security Agreement#page10.tif source=MT-LC Group Executed IP Security Agreement#page11.tif source=MT-LC Group Executed IP Security Agreement#page12.tif source=MT-LC Group Executed IP Security Agreement#page13.tif source=MT-LC Group Executed IP Security Agreement#page13.tif source=MT-LC Group Executed IP Security Agreement#page14.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 15th day of May, 2015 by and among LC GROUP, INC., a Delaware corporation, CROWLEY CHEMICAL COMPANY, INC., a New York corporation, CROWLEY TAR PRODUCTS COMPANY, INC., a New York corporation, CROWLEY REAL ESTATE LLC, an Ohio limited liability company, RUSMAR SOLUTIONS, INC., a Delaware corporation, RUSMAR HOLDING CORPORATION, a Delaware corporation, and RUSMAR INCORPORATED, a Pennsylvania corporation (jointly, severally and collectively "Assignors" and each an "Assignor"), and M&T BANK, a New York banking corporation ("Bank").

BACKGROUND

- A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and among Assignors and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the "Loan Agreement"), Bank agreed to extend to Assignors the following facilities: (i) a Six Million Dollar (\$6,000,000.00) revolving line of credit; and (ii) a Three Million Five Hundred Thousand Dollar (\$3,500,000.00) term loan.
- B. The Loan Agreement provides, <u>inter alia</u>, that Assignors will grant to Bank a security interest in all of each Assignor's assets, including, without limitation, its patents, patent rights, patent applications, servicemarks, trademarks, servicemark and trademark applications, tradenames, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor agrees as follows:

1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

2. Security Interest.

- (a) <u>Security Interest in Patents, Copyrights and Licenses</u>. To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in Section 2(b) below, the "Collateral"):
- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on **Exhibit "A"**, attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect

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thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

- copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by such Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and
- (iii) license agreements with any other party, whether such Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on **Exhibit "C"** attached hereto and made a part hereof, and the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by such Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "**Licenses**").
- (b) Security Interest in Trademarks. To secure the complete and timely payment and satisfaction of all Obligations, each Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law, all of such Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

- Restrictions on Future Agreements. Each Assignor agrees that until all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, no Assignor will, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with such Assignor's obligations under this Security Agreement or the Loan Agreement, and each Assignor further agrees that it will not take any action, or fail to take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement. Notwithstanding anything to the contrary contained herein, Assignor shall be permitted to utilize all Patents, Copyrights, Licenses and Trademarks, including, without limitation, collection of all royalties related thereto, until such time as an Event of Default exists.
- New Patents, Trademarks, and Licenses. Each Assignor represents and warrants 4. that the Patents, Copyrights, Licenses and Trademarks listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by such Assignor. If, before all Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated, any Assignor shall (a) obtain rights to any new patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, copyright or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of Section 2 above shall automatically apply thereto and such Assignor shall give to Bank prompt written notice thereof. Each Assignor hereby authorizes Bank to modify this Security Agreement by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, servicemarks, trademark applications, tradenames, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under Section 2 above or under this Paragraph 4. Each Assignor hereby agrees to provide to Bank such assignment or other documentation as Bank may request to record Bank 's lien on such future Patents, Copyrights, Licenses or Trademarks.
- 5. Royalties; Term. Each Assignor hereby agrees that the use by Bank of all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Bank to such Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Obligations has been paid in full and the Loan Agreement is terminated.
- 6. Bank's Right to Inspect. Bank shall have the right, upon forty-eight (48) hours prior notice (provided that, while an Event of Default exists, Bank may make such visits and inspections at any time without prior notice), to inspect each Assignor's premises and to examine each Assignor's books, records and operations, including, without limitation, each Assignor's quality control processes. Each Assignor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by such Assignor under the Trademarks. Each Assignor agrees (a) not to sell or assign its interest in, or grant any license under, except in the ordinary course of business, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Bank; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products

without Bank's express written consent; and (d) to provide Bank, upon request, with a certificate of an officer of such Assignor certifying such Assignor's compliance with the foregoing.

- 7. <u>Termination</u>. This Security Agreement is made for collateral purposes only. Upon payment in full of all Obligations and termination of the Loan Agreement, Bank shall execute and deliver to Assignors a termination of Bank's security interest granted herein and all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignors full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.
- 8. <u>Duties of Assignors</u>. Each Assignor shall have the duty (a) to prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Obligations shall have been paid in full and the Loan Agreement is terminated, (b) to make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) to preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights. Any expenses incurred in connection with such applications shall be borne by Assignors. No Assignor will abandon any right to file a patent, trademark or copyright application or any Patent, Trademark, License or Copyright without the prior consent of the Bank.
- 9. Event of Default. Upon the occurrence and during the continuance of an Event of Default, Bank may, without further notice to or consent of Assignors, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by any Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignors of all rights, title and interest of each Assignor, in and to the Collateral. Each Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in Section 14 hereof, upon the occurrence and during the continuance of an Event of Default irrevocably execute and deliver in such Assignor's name any and all such assignments and agreements and to take any and all other actions in such Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of such Assignor in and to the Collateral to Bank or any other person or entity selected by Bank.
- 10. <u>Bank's Right to Sue</u>. Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, and, if Bank shall commence any such suit, Assignors shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignors shall promptly, upon demand, reimburse and indemnify Bank for all costs and expenses incurred by Bank in the exercise of its rights under this <u>Section 10</u>.
- Maivers. No course of dealing between any Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 12. <u>Severability</u>. The provisions of this Security Agreement are severable, and if any clause or provision shall be invalid and unenforceable in whole or in part in any jurisdiction, then

such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

- 13. <u>Modification</u>. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 4</u> hereof or by a writing signed by the parties hereto.
- 14. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Bank's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Each Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as such Assignor's true and lawful attorney-in-fact, with power to (a) endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence and during the continuance of an Event of Default, endorse such Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence and during the continuance of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence and during the continuance of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone, including Bank, and/or (e) upon the occurrence and during the continuance of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in Section 4. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Obligations shall have been paid in full and the Loan Agreement shall have been terminated. Each Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.
- 15. <u>Binding Effect; Benefits</u>. This Security Agreement shall be binding upon each Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.
- 16. <u>Governing Law</u>. This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNORS

LC GROUP, INC.

Name: William A. Callanan
Title: Chief Executive Officer

CROWLEY CHEMICAL COMPANY, INC.

Name: William A. Callanan
Title: Chief Executive Officer

CROWLEY TAR PRODUCTS COMPANY, INC.

Name: William A. Callanan
Title: Chief Executive Officer

CROWLEY REAL ESTATE LLC

Name: William A. Callanan Title: Authorized Member

RUSMAR SOLUTIONS, INC.

Name: William A. Callanan
Title: Chief Executive Officer

RUSMAR HOLDING CORPORATION

Name: William A. Callanan
Title: Chief Executive Officer

RUSMAR INCORPORATED

Name: William A. Callanan Title: Chief Executive Officer

[SIGNATURES CONTINUE ON NEXT PAGE]

[Signature Page to Intellectual Property Security Agreement]

BANK

M&T BANK

Name: Sarah Segal Hudak Title: Vice President

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared William A. Callanan, who acknowledged himself to be the duly acting Chief Executive Officer of LC Group, Inc. and that he as such Chief Executive Officer, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his/her name as such on behalf of the Assignor.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL DENNIS M. JACKSON, Notary Public City of Philadelphia, Phila. County My Commission Expires June 8, 2017

My Commission Expires: 6/8/1

COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared William A. Callanan, who acknowledged himself to be the duly acting Chief Executive Officer of Crowley Chemical Company, Inc. and that he as such Chief Executive Officer, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL DENNIS M. JACKSON, Notary Public City of Philadelphia, Phila. County My Commission Expires June 8, 2017

Notary Public Alakan My Commission Expires: //

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared William A. Callanan, who acknowledged himself to be the duly acting Chief Executive Officer of Crowley Tar Products Company, Inc. and that he as such Chief Executive Officer, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

Notary Public

My Commission Expires:

DENNIS M. JACKSON, Notary Public City of Philadelphia, Phila. County My Commission Expires June 8, 2017

[Signature Page to Intellectual Property Security Agreement]

COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared William A. Callanan, who acknowledged himself to be the duly acting Authorized Member of Crowley Real Estate LLC and that he as such Authorized Member, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL DENNIS M. JACKSON, Notary Public City of Philadelphia, Phila. County My Commission Expires June 8, 2017

My Commission Expires: 4/81

COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared William A. Callanan, who acknowledged himself to be the duly acting Chief Executive Officer of Rusmar Solutions, Inc. and that he as such Chief Executive Officer, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL DENNIS M. JACKSON, Notary Public City of Philadelphia, Phila. County My Commission Expires June 8, 2017

Notary Public

My Commission Expires: 6/8//

COMMONWEALTH OF PENNSYLVANIA

: SS:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared William A. Callanan, who acknowledged himself to be the duly acting Chief Executive Officer of Rusmar Holding Corporation and that he as such Chief Executive Officer, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL DENNIS M. JACKSON, Notary Public City of Philadelphia, Phila. County My Commission Expires June 8, 2017 Notary Public

My Commission Expires:

[Signature Page to Intellectual Property Security Agreement]

COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared William A. Callanan, who acknowledged himself to be the duly acting Chief Executive Officer of Rusmar Incorporated and that he as such Chief Executive Officer, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing his name as such on behalf of the Assignor.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
DENNIS M. JACKSON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 8, 2017

Notary Public // My Commission Expires: ///

COMMONWEALTH OF PENNSYLVANIA

: ss:

COUNTY OF PHILADELPHIA

On this 14th day of May, 2015, before me, a Notary Public, personally appeared Sarah Segal Hudak, who acknowledged herself to be the duly acting Vice President of M&T Bank and that she as such Vice President, being duly authorized to do so, executed the foregoing Intellectual Property Security Agreement for the purposes therein contained by signing her name as such on behalf of the Assignor.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
DENNIS M. JACKSON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires June 8, 2017

Notary Public My Commission Expires: 6/8/1 >

EXHIBIT "A"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents

Grantor	Patent	Country	Application #/ Patent #	App Filing Date/ Reg Filing Date	Status
Rusmar Incorporated	Composition & method for generating	USA	08/852,333 5853050	5/7/1997 12/29/1998	Issued
Rusmar Incorporated	Foam Composition	USA	11/787,049 7659316	4/13/2007 2/9/2010	Issued
Rusmar Incorporated	Method & apparatus for applying rock dust to a mine wall	USA	13736112	1/8/2013	Pending
Rusmar Incorporated	Method & apparatus for applying rock dust to a mine wall	Australia	2013206774	7/10/2013	Pending
Rusmar Incorporated	Method & apparatus for applying rock dust to a mine wall	USA	14062148	10/24/2013	Pending
Rusmar Incorporated	Method & apparatus for applying rock dust to a mine wall	Australia	2013260690	11/20/2013	Pending
Rusmar Incorporated	Method & apparatus for applying rock dust to a mine wall	USA	14062175	10/24/2013	Pending
	Process for applying rock dust to a mine wall	Australia	2013260691	11/20/2013	Pending
Crowley Chemical Company, Inc.	Eliminate environmental problem of an external waste water stream through the recycling of waste materials collected with a cyclone and wet scrubber	USA	61/945,036	2/26/2014	Pending

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EXHIBIT "B"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

Grantor	Copyright	Application # or Reg #	Application Date or Filing <u>Date</u>
Rusmar Incorporated	Rusmar Website	TX 4-958-939	3/29/1999

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EXHIBIT "C"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Licenses

License to use and sublicense certain patents and technology rights as defined in the License and Assignment Agreement, dated as of October 7, 2009, by and between CLB, LLC and Crowley Chemical Company, Inc.

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EXHIBIT "D"

TO

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademarks

Grantor	<u>Mark</u>	Country	Registration No.	Reg./Application Date
Rusmar Incorporated	Rusmar Foam Technology	USA	1552408	11/14/1988 8/22/1989
Rusmar Incorporated	RusFoam	USA	4415209	2/21/2011 10/8/2013
Crowley Chemical Company, Inc.	Viplex	USA	2775769	11/21/2002 10/21/2003
Crowley Chemical Company, Inc.	Vycel	USA	1754724	6/15/1992 3/2/1993
Crowley Tar Products Company, Inc.	Cyclo-Flo	USA	818122	12/27/1965 11/8/1966
Crowley Tar Products Company, Inc.	Polypet	USA	1316394	5/7/1984 1/29/1985
Crowley Tar Products Company, Inc.	Rosintene	USA	783060	12/13/1963 1/12/1965

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RECORDED: 05/20/2015