

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386245

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the execution date of the document (which was originally supposed to be filed as nunc pro tunc assignment) from 05/28/14 to 12/05/13 previously recorded on Reel 005287 Frame 0679. Assignor(s) hereby confirms the conveyance of assignment from Biotech International Corporation to First Niagara Bank, N.A. on 12/05/13.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biotech International Corporation		12/05/2013	Corporation: CONNECTICUT

RECEIVING PARTY DATA

Name:	First Niagara Bank, N.A.
Street Address:	726 Exchange Street
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14210
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3252530	DERMASILK
Registration Number:	3983898	DERMASILK 90 SECOND EYE LIFT
Registration Number:	4204340	BIOTECH
Registration Number:	4269091	DERMASILK FLAWLESS
Registration Number:	4347324	DERMASILK SKIN PERFECT

CORRESPONDENCE DATA

Fax Number: 8607243397

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.

Phone: 860-275-6733

Email: dewen@mccarter.com

Correspondent Name: David Ewen, Esq.

Address Line 1: McCarter & English, LLP

Address Line 2: 185 Asylum Street

Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	David Ewen
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TRADEMARK

SIGNATURE:	/David Ewen/
DATE SIGNED:	06/01/2016
Total Attachments: 15 source=Corrective Assignment#page1.tif source=Corrective Assignment#page2.tif source=Corrective Assignment#page3.tif source=Corrective Assignment#page4.tif source=Corrective Assignment#page5.tif source=Corrective Assignment#page6.tif source=Corrective Assignment#page7.tif source=Corrective Assignment#page8.tif source=Corrective Assignment#page9.tif source=Corrective Assignment#page10.tif source=Corrective Assignment#page11.tif source=Corrective Assignment#page12.tif source=Corrective Assignment#page13.tif source=Corrective Assignment#page14.tif source=Corrective Assignment#page15.tif	

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM305812

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Biotech International Corporation		05/28/2014 12/5/2013	CORPORATION: CONNECTICUT

D.E.

RECEIVING PARTY DATA

Name:	First Niagara Bank, N.A.
Street Address:	726 Exchange Street
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14210
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	3489359	DERMASILK
Registration Number:	3577131	DERMASILK MIRACLE CREAM
Registration Number:	3653125	NATURAL CURVES
Registration Number:	3653126	NATURAL CURVES
Registration Number:	2839231	SLIMSCULPT
Registration Number:	3314181	COGNIVIN
Registration Number:	3252530	DERMASILK
Registration Number:	3367221	IT'S A NO BRAINER
Registration Number:	3367234	KNOWLEDGE IS POWER
Registration Number:	3983898	DERMASILK 90 SECOND EYE LIFT
Registration Number:	4204340	BIOTECH
Registration Number:	4269091	DERMASILK FLAWLESS
Registration Number:	4347324	DERMASILK SKIN PERFECT
Serial Number:	85655662	DERMASILK ERASE
Serial Number:	85795412	DERMASILK 1 MINUTE WRINKLE ERASE
Serial Number:	85806001	DERMASILK 1 MINUTE COLLAGEN LIFT
Serial Number:	85806014	DERMASILK 5 MINUTE BEAUTY PEEL
Serial Number:	85821041	DERMASILK TRIPLE-SCULPTING CREAM
Serial Number:	85837768	AGELESS HANDS

CH \$540.00 3489359

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85955855	DERMASILK ERASE DARK SPOTS
Serial Number:	86108498	DERMASILK 5 MINUTE FACE LIFT

CORRESPONDENCE DATA

Fax Number: 8602406150

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.

Phone: 860-240-6029

Email: khudner@murthalaw.com, rzitzelsberger@murthalaw.com

Correspondent Name: H. Kennedy Hudner, Esq.

Address Line 1: CityPlace 1, 185 Asylum Street

Address Line 4: Hartford, CONNECTICUT 06103

ATTORNEY DOCKET NUMBER: FIRST NIAGARA NA 3

NAME OF SUBMITTER: H. Kennedy Hudner

SIGNATURE: /H. Kennedy Hudner/

DATE SIGNED: 05/28/2014

Total Attachments: 13

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TRADEMARK

REEL: 005804 FRAME: 0469

ASSIGNMENT OF INTERESTS IN TRADEMARKS

This Assignment is made this ____ day of May, 2014, by Biotech International Corporation, having offices at 85 Kreiger Lane, Glastonbury, CT 06033 (the "Assignor") to First Niagara Bank, N.A., with its principal office at 726 Exchange Street, Buffalo, New York 14210 ("First Niagara" or the "Assignee").

WHEREAS, Assignee had a security interest in certain marks originally belonging to Biotech International Corporation, identified in Schedule "A" hereto (the "Marks") as evidenced by filings all dated on or about February 5-6, 2014 and recorded in the Trademark Assignment Records of the U. S. Patent and Trademark Office on February 6, 2014, at Reel/Frame 5209/0933; and

WHEREAS, pursuant to a certain Security Agreement dated March 30, 2012 between the parties, (i) the Assignor's Board of Directors authorized the voluntary surrender of and the turnover of the Marks to Assignee, and (ii), the Assignor, in a letter dated December 5, 2013 by Assignor's attorney, transferred all of the Marks to Assignee and authorized Assignee to dispose of the Marks in a private or public sale; and

WHEREAS, Assignee desires, and Assignor has agreed to assign to Assignee, all of Assignor's rights, title and interest in and to the Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does, through its Attorney-in-Fact, First Niagara Bank, N.A., hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all right, title and interest held by Assignor in and to: (i) the Marks including all trademark registrations and applications associated therewith, (ii) the goodwill of the business symbolized by and associated with the Marks, if any held by Assignor, and (iii) the rights held by Assignor to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to issue trademark registrations or other evidence or forms of intellectual property protection or applications as aforesaid to Assignee and its successors, assigns and other legal representatives in accordance with the terms of this Assignment. Assignor intends that this transfer and assignment be treated as effective as of December 5, 2013, which is the date of the letter from Assignor's attorneys to Assignee transferring the Marks to Assignee.

This Assignment shall be governed by, and construed in accordance with the laws of the State of Connecticut, without regard to conflicts of law principles.

IN WITNESS WHEREOF, Assignor has executed this Assignment through its Attorney-in-Fact, as of this ~~27~~ day of ~~May~~, 2014.

12/5/2013

D.E.

ASSIGNOR:

Biotech International Corporation, through its Attorney-in-Fact, First Niagara Bank, N.A.

By: [Signature], acting as Attorney-in-Fact.

Print Name: Gary P. Davis

Title: First Vice President

Date: May 28, 2014 → 12/5/2013 D.E.

STATE OF CONNECTICUT)

COUNTY OF New Haven) ss: New Haven

On this 28 day of May, 2014, before me, the undersigned officer, personally appeared Gary P. Davis, who acknowledged him/herself to be the First Vice President First Niagara Bank, N.A., a corporation, which is acting as Attorney-in-Fact for Biotech International Corporation of Glastonbury, CT 06033, and that he/she, as such First Vice President being authorized so to do, executed the foregoing instrument as his/her and its free act and deed for the purposes therein contained, by signing the name of the Corporation by him/herself as such First Vice President

In witness whereof, I hereunto set my hand.

[Signature]
Commissioner of the Superior Court/
Notary Public
My Commission Expires:

ROSA SANTANA

NOTARY PUBLIC

MY COMMISSION EXPIRES APRIL 30, 2018

TRADEMARK

REEL: 005804 FRAME: 0682

TRADEMARK

REEL: 005804 FRAME: 0471

SCHEDULE A

<u>TRADEMARK</u>	<u>SERIAL NO / REGISTRATION NO.</u>
DERMASILK	3489359
DERMASILK MIRACLE CREAM	3577131
NATURAL CURVES	3653125
NATURAL CURVES	3653126
SLIMSCULPT	2839231
COGNIVIN	3314181
DERMASILK	3252530
IT'S A NO BRAINER	3367221
KNOWLEDGE IS POWER	3367234
DERMASILK 90 SECOND EYE LIFT	3983898
BIOTECH	4204340
DERMASILK FLAWLESS	4269091
DERMASILK SKIN PERFECT	4347324
DERMASILK ERASE	85655662
DERMASILK 1 MINUTE WRINKLE ERASE	85795412
DERMASILK 1 MINUTE COLLAGEN LIFT	85806001
DERMASILK 5 MINUTE BEAUTY PEEL	85806014
DERMASILK TRIPLE-SCULPTING CREAM	85821041
AGELESS HANDS	85837768
DERMASILK ERASE DARK SPOTS	85955855
DERMASILK 5 MINUTE FACE LIFT	86108498

POLIVY & TASCHNER, LLC

ATTORNEYS AT LAW
SIX CENTRAL ROW
HARTFORD, CT 06103

Telephone
(860) 560-1180

Telecopier
(860) 560-1354

December 5, 2013

First Niagara Bank, N.A.
195 Church Street
New Haven, CT 06510
Attn: Mr. Gary Danis

Re: Biotech International Corporation

Dear Mr. Danis:

This office is special counsel to Biotech International Corporation ("Biotech") having offices at 65 Kreiger Lane, Glastonbury, Connecticut 06033.

As you are aware and we have confirmed, Biotech entered into a Loan Agreement dated March 30, 2012 with First Niagara Bank, N.A. The Loan Agreement together with all related documents executed in connection therewith, including but not limited to any notes, security agreements, and guaranty agreements are hereinafter referred to as the "2012 Financing Agreements".

UCC financing statements were filed with the Secretary of the State of Connecticut perfecting the security interests granted to First Niagara Bank, N.A. in the Financing Agreements.

Biotech further entered into a Business Loan Agreement dated April 9, 2013 with First Niagara Bank, N.A. The Business Agreement together with all related documents executed in connection therewith, including but not limited to any notes, security agreements, and guaranty agreements are hereinafter referred to as the "2013 Financing Agreements".

Biotech's Board of Directors in a meeting on December 4, 2013 determined unanimously that Biotech does not have a viable business and is not able to propose a plan to rehabilitate itself as an operation which would break even on business operations. The Biotech Board authorized unanimously a voluntary surrender and turn over of all of the tangible and intangible assets of Biotech to First Niagara Bank, N.A., as its secured creditor, so that an orderly liquidation of such assets may be accomplished. Biotech has advised our office that all of its employees have been paid in full with severance and that all of its taxes, including payroll taxes are current and fully paid.

Biotech acknowledges that First Niagara will foreclose the security interests granted to it in the Collateral (as defined in the 2012 Financing Agreements and 2013 Financing Agreements) including but not limited to inventory, equipment, intellectual property, and accounts receivable. Biotech and its principal officers desire to cooperate with First Niagara to arrange for the prompt and orderly surrender of its premises and Collateral and all of the accounts receivable records as First Niagara reasonably requests.

Accordingly, in order to facilitate an orderly wind down of the Biotech business, collection of remaining receivables and liquidation of the remaining inventory and equipment, Biotech delivers to you possession of all of its inventory and equipment located at 65 Kreiger Lane, Glastonbury, Connecticut 06033.

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You may sell the Collateral or otherwise dispose of it in accordance with the terms of the 2012 Financing Agreements and 2013 Financing Agreements at public or private sale or in accordance with any applicable laws in a commercially reasonable manner. You are hereby authorized to conduct a public or private sale. In addition, Biotech hereby authorizes you to notify its account debtor customers to forward payments of Accounts Receivable to you to First Niagara Bank, N.A., 195 Church Street, New Haven, Connecticut 06510, Attention: Gary Danis or to such other location as you may request.

In order to facilitate the liquidation and disposal of the Biotech assets, Biotech proposes that an auctioneer be selected by December 13, 2013 and a target auction date be set for mid January, 2014. This would allow for the sale and disposition of Biotech's assets by January 31, 2014. Biotech's consultant, Altman & Company has held conversations with Aaron Posnik and Company concerning such an auction and they have reported that such an auction is a reasonable approach to a disposition of the remaining inventory and equipment.

Furthermore, Gregory Kelly and Liisa Livingston have indicated a willingness to assist First Niagara Bank, N.A. in the collection, assembly and liquidation of the assets of Biotech and are willing to enter into independent contractor agreements for the anticipated liquidation period. Biotech has prepared a projected budget with respect to the liquidation and a copy is attached hereto for your consideration.

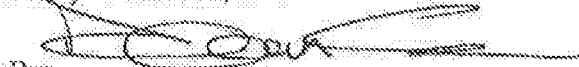
As you may be aware, there are pending litigation matters, some of which seek to secure a prejudgment attachment and garnishment of Biotech's assets. A prejudgment remedy was granted in favor of Cosmopak USA LLC on Monday, December 2, 2013 in the amount of [REDACTED]. As such, there may be an attempt to garnish the funds held in the in account of Biotech at First Niagara Bank, N.A. Also, this action may create additional accountability for First Niagara Bank, N.A. An additional hearing on a prejudgment remedy application filed by Sun Deep, Inc. is scheduled for December 9, 2013.

Biotech and the undersigned Guarantor, Greg Kelly acknowledge that the delivery to you of possession of the Collateral shall in no way discharge Biotech's or any guarantor's liability to First Niagara Bank, N.A. and it is understood that you fully reserve any and all of your rights under the Financing Agreements. The delivery of the Collateral to you does not constitute an election by you to retain the Collateral in satisfaction of our obligations.

Finally, in order to provide for a seamless transition and transfer of the Collateral Biotech has drafted the following documents for your review and consideration:

1. Account Notification Letter
2. Authority to Collect Accounts Receivable
3. Per Diem Employment Letter
4. Premises Possession Letter

Very truly yours,
Pellvy & Taschner, LLC



By: _____
Dale M. Clayton, Esq.

TRADEMARK

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Confirmed and Consented To By:
BIOTECH INTERNATIONAL CORPORATION

By
Gregory J. Kelly
Its President

By
Gregory J. Kelly
Personal Guarantor

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TRADEMARK

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U.S. Small Business Administration

SECURITY AGREEMENT

SBA Loan #	PLP 50970950-05
SBA Loan Name	Biotech International Corporation
Debtor <i>(Exact full legal name of individual(s), corporation, LLC, partnership, or other organization)</i>	Biotech International Corporation
Borrower	Biotech International Corporation
Secured Party	First Niagara Bank, N.A.
Date	March 30, 2012
Note Amount	[REDACTED]

1. DEFINITIONS.

Unless otherwise specified, all terms used in this Agreement will have the meanings ascribed to them under the Official Text of the Uniform Commercial Code, as it may be amended from time to time, ("UCC"). "SBA" means the Small Business Administration, an Agency of the U.S. Government.

2. GRANT OF SECURITY INTEREST.

For value received, the Debtor grants to the Secured Party a security interest in the property described below in paragraph 4 (the "Collateral").

3. OBLIGATIONS SECURED.

This Agreement secures the payment and performance of: (a) all obligations under a Note dated March 30, 2012,

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made by Biotech International Corporation aka Biotech Corporation, made payable to First Niagara Bank, N.A., in the original principal amount of [REDACTED] ("Note"), including all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the disbursement, administration and collection of the loan evidenced by the Note; (b) all costs and expenses (including reasonable attorney's fees), incurred by Secured Party in the protection, maintenance and enforcement of the security interest hereby granted; (c) all obligations of the Debtor in any other agreement relating to the Note; and (d) any modifications, renewals, refinancings, or extensions of the foregoing obligations.

The Note and all other obligations secured hereby are collectively called the "Obligations."

4. COLLATERAL DESCRIPTION.

The Collateral in which this security interest is granted is all of the Debtor's property described below, and indicated by an "X" or other mark on the applicable line, now owned or hereafter acquired, together with all replacements, accessions, proceeds, and products.

- a. Equipment
- b. Fixtures
- c. Inventory
- d. Accounts
- e. Instruments
- f. Chattel Paper
- g. General intangibles¹
- h. Documents
- i. Farm products
- j. Deposit accounts
- k. Investment property

l. Titled motor vehicles, including mobile or manufactured homes (list make, model, and serial #):

m. Other: Insert specific description of other forms of Collateral not included in categories a through k above (for example, specific commercial tort claim, letter-of-credit rights):

5. RESTRICTIONS ON COLLATERAL TRANSFER.

Debtor will not sell, lease, license or otherwise transfer (including by granting security interests, liens, or other encumbrances in) all or any part of the Collateral or Debtor's interest in the Collateral without Secured Party's written or electronically communicated approval, except that Debtor may sell inventory in the ordinary course of business on customary terms. Debtor may collect and use

¹ General Intangibles include, without limitation, the trademarks: "DermaSilk," "Viole One," "Natural Curves," "CelluKid," and "Cognivin," together with all other trademarks and trademark licenses owned by the Borrower in its own name as of the date hereof or hereafter acquired and all goodwill associated therewith. The Borrower hereby irrevocably appoints the Secured Party as Borrower's Attorney-In-Fact, coupled with an interest, for the purposes hereof and as may be necessary and appropriate perfection, and, in the event of default, for registration and assignment under the Lanham Act

amounts due on accounts and other rights to payment arising or created in the ordinary course of business, until notified otherwise by Secured Party in writing or by electronic communication.

6. MAINTENANCE AND LOCATION OF COLLATERAL; INSPECTION; INSURANCE.

Debtor must promptly notify Secured Party by written or electronic communication of any change in location of the Collateral, specifying the new location. Debtor hereby grants to Secured Party the right to inspect the Collateral at all reasonable times and upon reasonable notice. Debtor must: (a) maintain the Collateral in good condition; (b) pay promptly all taxes, judgments, or charges of any kind levied or assessed thereon; (c) keep current all rent or mortgage payments due, if any, on premises where the Collateral is located; and (d) maintain hazard insurance on the Collateral, with an insurance company and in an amount approved by Secured Party (but in no event less than the replacement cost of that Collateral), and including such terms as Secured Party may require including a Lender's Loan Payable Clause in favor of Secured Party. Debtor hereby assigns to Secured Party any proceeds of such policies and all unearned premiums thereon and authorizes and empowers Secured Party to collect such sums and to execute and endorse in Debtor's name all proofs of loss, drafts, checks and any other documents necessary for Secured Party to obtain such payments.

7. CHANGES TO DEBTOR'S LEGAL STRUCTURE, PLACE OF BUSINESS, JURISDICTION OF ORGANIZATION, OR NAME.

Debtor must notify Secured Party by written or electronic communication not less than 30 days before taking any of the following actions: (a) changing or reorganizing the type of organization or form under which it does business; (b) moving changing its place of business or adding a place of business; (c) changing its jurisdiction of organization; or (d) changing its name. Debtor will pay for the preparation and filing of all documents, Secured Party deems necessary to maintain, perfect and continue the perfection of Secured Party's security interest in the event of any such change.

8. PERFECTION OF SECURITY INTEREST.

Debtor consents, without further notice, to Secured Party's filing or recording of any documents necessary to perfect, continue, amend or terminate its security interest. Upon request of Secured Party, Debtor must sign or otherwise authenticate all documents that Secured Party deems necessary at any time to allow Secured Party to acquire, perfect, continue or amend its security interest in the Collateral. Debtor will pay the filing and recording costs of any documents relating to Secured Party's security interest. Debtor ratifies all previous filings and recordings, including financing statements and notations on certificates of title. Debtor will cooperate with Secured Party in obtaining a Control Agreement satisfactory to Secured Party with respect to any Deposit Accounts or Investment Property, or in otherwise obtaining control or possession of that or any other Collateral.

9. DEFAULT.

Debtor is in default under this Agreement if (a) Debtor fails to pay, perform or otherwise comply with any provision of this Agreement; (b) Debtor makes any materially false representation, warranty or certification in, or in connection with, this Agreement, the Note, or any other agreement related to the Note or this Agreement; (c) another secured party or judgment creditor exercises its rights against the Collateral; or (d) an event defined as a "default" under the Obligations occurs. In the event of default and if Secured Party requests, Debtor must assemble and make available all Collateral at a place and time designated by Secured Party. Upon default and at any time thereafter, Secured Party may declare all

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Obligations secured hereby immediately due and payable, and, in its sole discretion, may proceed to enforce payment of same and exercise any of the rights and remedies available to a secured party by law including those available to it under Article 9 of the UCC that is in effect in the jurisdiction where Debtor or the Collateral is located. Unless otherwise required under applicable law, Secured Party has no obligation to clean or otherwise prepare the Collateral for sale or other disposition and Debtor waives any right it may have to require Secured Party to enforce the security interest or payment or performance of the Obligations against any other person.

10. FEDERAL RIGHTS.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

11. GOVERNING LAW.

Unless SBA is the holder of the Note, in which case federal law will govern, Debtor and Secured Party agree that this Agreement will be governed by the laws of the jurisdiction where the Debtor is located, including the UCC as in effect in such jurisdiction and without reference to its conflicts of laws principles.

12. SECURED PARTY RIGHTS.

The Secured Party has the right to and may at any time after the occurrence of a Default, at the Secured Party's sole discretion: (a) give notice of assignment to any account debtor; (b) collect Accounts directly and charge, or cause to be charged, the collection costs and expenses to the loan; (c) settle or adjust disputes and claims directly with Account debtors for amounts and upon terms which the Secured Party considers advisable, and credit, or cause to be credited, the Loan with the net amounts received in payment of Accounts; (d) exercise all other rights granted in this Agreement; (e) receive, open and dispose of all mail addressed to the Borrower and notify the Post Office authorities to change the address for delivery of the Borrower's mail to an address designated by the Secured Party; (f) endorse the name of the Borrower on any checks or other evidence of payment that may come into possession of the Secured Party and on any invoice, freight or express bill, bill of lading or other document; (g) in the name of the Borrower or otherwise, demand, sue for, collect and give acquittance for any and all monies due or to become due on Accounts; (h) compromise, prosecute or defend any action, claim or proceeding concerning Accounts; and (i) do any and all things necessary and proper to carry out the purposes contemplated in this Agreement and any other agreement between the parties. Neither the Secured Party nor any person acting as its attorney hereunder shall be liable for any acts or omissions or for any error of judgment or mistake of fact or law, except for bad faith or willful misconduct. For the purposes of this Section 12 the Borrower

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hereby irrevocably constitutes the Secured Party as the Borrower's attorney-in-fact to issue in the name and execute or endorse on behalf of the Borrower each and every notice, instrument and document necessary to carry out the purposes of the provisions of this Section 12. The power of attorney granted hereby shall be self-executing, but the Borrower shall promptly execute and deliver to the Secured Party, upon written request of the Bank, such additional separate powers of attorney as the Secured Party may from time to time request. Notwithstanding the foregoing, it is understood that the Secured Party is under no duty to take any of the foregoing actions and that after having made demand upon the Account debtors for payment, the Secured Party shall have no further duty as to the collection or protection of Accounts or any income therefrom and no further duty to preserve any rights pertaining thereto, other than the safe custody thereof.

All rights conferred in this Agreement on Secured Party are in addition to those granted to it by law, and all rights are cumulative and may be exercised simultaneously. Failure of Secured Party to enforce any rights or remedies will not constitute an estoppel or waiver of Secured Party's ability to exercise such rights or remedies. Unless otherwise required under applicable law, Secured Party is not liable for any loss or damage to Collateral in its possession or under its control, nor will such loss or damage reduce or discharge the Obligations that are due, even if Secured Party's actions or inactions caused or in any way contributed to such loss or damage.

13. SEVERABILITY.

If any provision of this Agreement is unenforceable, all other provisions remain in effect.

14. DEBTOR CERTIFICATIONS.

Debtor certifies that: (a) its Name (or Names) as stated above is correct; (b) all Collateral is owned or titled in the Debtor's name and not in the name of any other organization or individual; (c) Debtor has the legal authority to grant the security interest in the Collateral; (d) Debtor's ownership in or title to the Collateral is free of all adverse claims, liens, or security interests (unless expressly permitted by Secured Party); (e) none of the Obligations are or will be primarily for personal, family or household purposes; (f) none of the Collateral is or will be used, or has been or will be bought primarily for personal, family or household purposes; and (g) Debtor has read and understands the meaning and effect of all terms of this Agreement.

15. DEBTOR NAME(S) AND SIGNATURE(S).

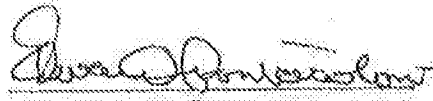
By signing or otherwise authenticating below, each individual and each organization becomes jointly and severally obligated as a Debtor under this Agreement.

[Signature Page of Security Agreement to follow on next page]

STATE OF CONNECTICUT)
) ss. Hartford
 COUNTY OF HARTFORD)

Before me, the undersigned, this 30th day of March, 2012, personally appeared Christopher J. Earle, known to me to be the First Vice President of First Niagara Bank, N.A., and that he as such officer, signer and sealer of the foregoing instrument, acknowledged the execution of the same to be his free act and deed individually and as such officer, and the free act and deed of said national banking association.

In Witness Whereof, I hereunto set my hand.


 Edward Pappalardo
 Commissioner of the Superior Court
 Notary Public
 My Commission Expires:

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