

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Monroe Capital Management Advisors, LLC		06/01/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	GKR Systems, Inc.		
Street Address:	860 Centre Street		
City:	Ridgeland		
State/Country:	MISSISSIPPI		
Postal Code:	39157		
Entity Type:	Corporation: MISSISSIPPI		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4125526	VTCLOUD	
CORRESPONDENCE DATA			
Fax Number:	6019748959		
<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:	601-351-8959		
Email:	tball@bakerdonelson.com		
Correspondent Name:	C. Tyler Ball		
Address Line 1:	100 Vision Drive, Suite 400		
Address Line 4:	Jackson, MISSISSIPPI 39211		
ATTORNEY DOCKET NUMBER:	2925202-7		
NAME OF SUBMITTER:	C. Tyler Ball		
SIGNATURE:	/CTBall/		
DATE SIGNED:	06/02/2016		
Total Attachments: 36			
source=Release and Assignment of Trademarks_GKR#page1.tif			
source=Release and Assignment of Trademarks_GKR#page2.tif			
source=Release and Assignment of Trademarks_GKR#page3.tif			
source=Release and Assignment of Trademarks_GKR#page4.tif			

OP \$40.00 4125526

source=Release and Assignment of Trademarks_GKR#page5.tif
source=Release and Assignment of Trademarks_GKR#page6.tif
source=Release and Assignment of Trademarks_GKR#page7.tif
source=Release and Assignment of Trademarks_GKR#page8.tif
source=Release and Assignment of Trademarks_GKR#page9.tif
source=Release and Assignment of Trademarks_GKR#page10.tif
source=Release and Assignment of Trademarks_GKR#page11.tif
source=Release and Assignment of Trademarks_GKR#page12.tif
source=Release and Assignment of Trademarks_GKR#page13.tif
source=Release and Assignment of Trademarks_GKR#page14.tif
source=Release and Assignment of Trademarks_GKR#page15.tif
source=Release and Assignment of Trademarks_GKR#page16.tif
source=Release and Assignment of Trademarks_GKR#page17.tif
source=Release and Assignment of Trademarks_GKR#page18.tif
source=Release and Assignment of Trademarks_GKR#page19.tif
source=Release and Assignment of Trademarks_GKR#page20.tif
source=Release and Assignment of Trademarks_GKR#page21.tif
source=Release and Assignment of Trademarks_GKR#page22.tif
source=Release and Assignment of Trademarks_GKR#page23.tif
source=Release and Assignment of Trademarks_GKR#page24.tif
source=Release and Assignment of Trademarks_GKR#page25.tif
source=Release and Assignment of Trademarks_GKR#page26.tif
source=Release and Assignment of Trademarks_GKR#page27.tif
source=Release and Assignment of Trademarks_GKR#page28.tif
source=Release and Assignment of Trademarks_GKR#page29.tif
source=Release and Assignment of Trademarks_GKR#page30.tif
source=Release and Assignment of Trademarks_GKR#page31.tif
source=Release and Assignment of Trademarks_GKR#page32.tif
source=Release and Assignment of Trademarks_GKR#page33.tif
source=Release and Assignment of Trademarks_GKR#page34.tif
source=Release and Assignment of Trademarks_GKR#page35.tif
source=Release and Assignment of Trademarks_GKR#page36.tif

RELEASE AND ASSIGNMENT OF TRADEMARK

For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (the "Administrative Agent"), hereby releases, discharges, and disclaims any lien, security interest, or collateral assignment in its favor created under those certain Existing Security Agreements, which burden the Trademark Registrations and Applications shown on the attached Schedule A.

Capitalized terms not otherwise defined herein have the meanings set forth in that certain Trademark Security Agreement dated as of August 18, 2014, between **GKR SYSTEMS, INC.**, a Mississippi corporation, and the Administrative Agent, which agreement was recorded with the United States Patent and Trademark Office on September 24, 2014, at Reel/Frame No. 5368/0554 and that certain Credit Agreement also dated as of August 18, 2014, and specifically referenced in the Trademark Security Agreement (as such agreements may be amended, restated, modified, supplemented, or modified from time to time, the "Existing Security Agreements").

IN WITNESS WHEREOF, the undersigned has executed this instrument effective as of the 1st day of June, 2016.

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**, as Administrative Agent

By: [Signature]
Kyle Asher
Vice President

STATE OF Illinois

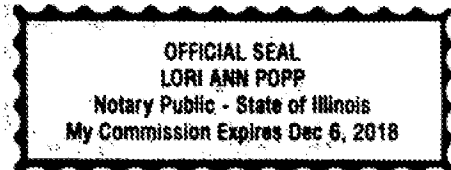
COUNTY OF Cook

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26th day of May, 2016, within my jurisdiction, the within named Kyle Asher, who acknowledged that he is Vice President of **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, a Delaware limited liability company, and that in said representative capacity he executed the above and foregoing instrument, after first having been duly authorized so to do.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Dec. 06, 2018



Monroe Capital Management Advisors, LLC
c/o Monroe Capital LLC
311 South Wacker Drive, Suite 6400
Chicago, Illinois 60606
Attention: Alex Franky and Kyle Asher

June 1, 2016

Regions Bank
1900 Fifth Avenue North, Suite 2300
Birmingham, AL 35203
Attention: Settlement and Counterparty Risk Group Operations
E-mail: daca@regions.com

GKR Systems, Inc.
860 Centre Street
Ridgeland, MS 39157
Attention: Gerard R. Gilbert

Re: Termination of Amended and Restated Deposit Account Control Agreement

Accounts: 5002163863, 0105058023, 5990016432 and 5200805233

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Deposit Account Control Agreement dated as of October __, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Agreement") among Regions Bank, GKR Systems, Inc. (the "Company"), and us as Administrative Agent and Secured Party, a copy of which is attached hereto as Exhibit A.

Regions Bank and the Company are hereby notified that the Agreement is terminated, and Regions Bank and the Company have no further obligations to the undersigned thereunder. Notwithstanding any previous instructions to Regions Bank, Regions Bank is hereby instructed to accept all future directions with respect to the Accounts from the Company. This notice terminates any obligations Regions Bank and the Company may have to the undersigned with respect to the Accounts; *however*, nothing contained in this notice shall alter any obligations that Regions Bank may otherwise owe to Company pursuant to any other agreement. The Agreement shall remain in effect until you are in receipt of this letter from us.

[Signature page follows]

Very truly yours,

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**
as Administrative Agent and Secured Party

By:



Kyle Asher
Vice President

{Signature Page to DACA Termination}

KCP-4693663

TRADEMARK
REEL: 005805 FRAME: 0541

AMENDED AND RESTATED DEPOSIT ACCOUNT CONTROL AGREEMENT
SPECIFIC TERMS

PARTIES

This Agreement dated October , 2014 (the "Agreement Date") is among the persons signing this Agreement as the "Secured Party", the "Debtor" and the "Bank".

BACKGROUND

The Debtor is the Bank's customer with respect to one or more demand deposit accounts identified by the account numbers specified below (individually and collectively, as re-numbered and including any funds in the account or accounts, the "Deposit Account"). The Debtor has granted the Secured Party a security interest in the Deposit Account. The Debtor, Secured Party, and the Bank entered into that certain Deposit Account Control Agreement dated August 18, 2014 relating to the accounts specified below (the "Original Agreement"). The Debtor is requesting that the Bank enter into this Agreement and amend and restate the Original Agreement in its entirety. The Bank is willing to do so upon the terms contained in this Agreement.

This Agreement hereby amends and restates the Original Agreement and includes the General Terms, the Specific Terms and the Exhibit, each as defined or referred to below.

AGREEMENTS

A. GENERAL TERMS. This Agreement is subject to the General Terms for Deposit Account Control Agreement version 1 dated February 13, 2006, developed by a special task force of the American Bar Association's Business Law Section and available from the Business Law Section at <http://www.abanet.org/dch/committee.cfm?com=CL710060> and attached hereto in the Appendix (the "General Terms"). The General Terms are incorporated in this Agreement by reference and without modification except as may be provided in Section 10 of the Specific Terms.

B. SPECIFIC TERMS. The following terms (the "Specific Terms") complete, supplement or modify the General Terms:

1. Deposit Account (see "Background" above). The following account or accounts comprise the Deposit Account:

5002163863, 0105058023, 5990016432, 5200805233

2. Business Day (see definition of "Business Day" in Section 1 of the General Terms):

A day will not be considered as a "Business Day" if commercial banks in Birmingham, Alabama are closed on that day.

3. Outside Time (see definition of "Outside Time" in Section 1 of the General Terms):

The Outside Time will be based on two Business Days.

4. Disposition of less than all or multi-disposition of funds (see Section 4(a)(ii)(E) of the General Terms):

The following is any computation or formula by which a Disposition Instruction originated by the Secured Party may provide for a disposition of less than all of the funds in the Deposit Account and whether there may be multiple recipients of the funds:

[intentionally omitted]

If the preceding paragraph is not completed to permit a disposition of less than all of the funds in the Deposit Account, then a Disposition Instruction originated by the Secured Party must be for a disposition of all of the funds. If the preceding paragraph is not completed to permit a disposition of the funds in the Deposit Account to multiple recipients, then a Disposition Instruction originated by the Secured Party must require that the funds be sent to a single recipient.

5. Reimbursement Claim Period (see Section 6(b) of the General Terms):

The number of days following the termination of the Agreement in which a reimbursement claim must be made against the Secured Party under Section 6(b) of the General Terms is ninety (90).

6. Electronic Records (see definition of "writing" in Section 1 of the General Terms):

Checking this box [X] means that the parties permit a writing to include an electronic record and permit communications by email if an email address is provided for a party on the signature pages hereto. Otherwise, the parties do not permit a writing to include an electronic record and do not permit communications by email.

7. Governing Law (see Section 13(a) of the General Terms):

The jurisdiction whose law governs this Agreement is determined by the Regions Bank Deposit Agreement.

8. Bank's Jurisdiction for UCC Purposes (see Section 13(b) of the General Terms):

The Bank's jurisdiction for purposes of part 3 of UCC Article 9 is Alabama.

9. Delivery of Executed Copy (see Part D):

Checking this box [intentionally omitted] means that the delivery of an executed copy of this Agreement may be made by electronic transmission. Otherwise, delivery of an executed copy of this Agreement may not be made by a form of electronic transmission.

10. Additional Provisions (see Section 12(b) of the General Terms):

The following provisions modify or supplement the Agreement:

(a) If any term(s) in this Section 10 of these Specific Terms conflicts with any other term(s) of this Agreement, this Section 10 controls.

(b) Notwithstanding anything herein to the contrary, for any notice to the Bank to be effective under this Agreement, such notice must be delivered both to the email address and the physical address set forth on the Bank's signature page.

(c) The Debtor and the Secured Party each acknowledge and agree that Bank will debit the account for its applicable account fees. Should the balance in the Account not be sufficient to fund such account fees, the Account balance may become negative. If the Account's balance remains continually negative for a period of time (such time shall not be less than 45 days), the Account may close. In such a circumstance, Bank shall have no obligation to notify either Debtor or the Secured Party.

(d) GE Commercial Distribution Finance Corporation, in its capacity as first lien secured party (the "First Lien Secured Party"), the Debtor, and the Bank are parties to that certain Deposit Account Control Agreement dated of even date herewith (as it may be amended, restated, modified or supplemented from time to time, the "First Lien Control Agreement").

(e) At the end of General Terms paragraph 3(ii), insert the following:

, provided, however, that notwithstanding any other provision of this Agreement, the Bank shall not comply with an Initial Instruction or a Disposition Instruction until the First Lien Control Agreement shall have been terminated.

- (f) At the end of General Terms paragraph 4 insert the following:

The Bank will not be liable to any other party for failing to follow the Initial Instruction or Disposition Instruction prior to the termination of the First Lien Control Agreement.

- (g) Replace General Terms paragraph 7(iii) to the end of paragraph 7 with the following:

(iii) has not entered into any currently effective agreement with any person under which the Bank may be obligated to comply with Disposition Instructions originated by a person other than the Debtor or Secured Party, except for the First Lien Control Agreement. The Bank will not enter into any agreement with any person under which the Bank may be obligated to comply with Disposition Instructions originated by a person other than the Debtor or the Secured Party, except for the First Lien Control Agreement.

- (h) Replace the first sentence in General Terms paragraph 9(b) with the following:

If the Bank terminates this Agreement pursuant to clause (A) of Section 9(a)(ii) prior to the termination of the First Lien Control Agreement by the First Lien Secured Party, the funds in the Deposit Account will be disbursed according to the Disposition Instructions (as defined in the First Lien Control Agreement) of the First Lien Secured Party. For the avoidance of doubt, the Bank will continue to honor Disposition Instructions from First Lien Secured Party and not honor Initial Instructions or Disposition Instructions from Secured Party if the First Lien Control Agreement is terminated by any party other than First Lien Secured Party until such time as the CDF Finance Agreement has been terminated and the CDF Obligations (as such terms are defined in the Intercreditor Agreement referenced below) are paid in full (other than contingent indemnification obligations not yet asserted). If the Bank terminates this Agreement pursuant to clause (A) of Section 9(a)(ii) after the termination of the First Lien Control Agreement, the Bank will remit any funds in the Deposit Account on the date of termination (i) at the direction of the Secured Party if the direction is received by the Bank prior to the date of termination of this Agreement or (ii) if no such direction is received by the Bank prior to such date, by check mailed to the address of the Secured Party for receiving communications under this Agreement.

(i) Prior to the earlier of (a) the termination by the First Lien Secured Party of the First Lien Control Agreement and (b) termination of the CDF Finance Agreement and payment in full of the CDF Obligations (other than contingent indemnification obligations not yet asserted), there will be no amendment of this subsection without the consent of the First Lien Secured Party.

- (j) Replace General Terms paragraph 5(b)(i) with the following:

(i) the face amount of a check, draft, money order, instrument, wire transfer of funds, automated clearing house entry, other electronic transfer of Funds or other item (A) deposited in or credited to the Deposit Account, whether before or after the Agreement Date, and returned unpaid or otherwise uncollected or subject to an adjustment entry, whether for insufficient funds or for any other reason and without regard to the timeliness of the return or adjustment or the occurrence or timeliness of any other person's notice of nonpayment or adjustment, or (B) subject to a claim against the Bank for breach of transfer, presentment, encoding, retention or other warranty under Federal Reserve Regulations or Operating Circulars, clearing house rules, the UCC or other applicable law;

- (k) Delete General Terms paragraph 5(b)(iv).

- (l) Add the following proviso to the end of the first sentence of General Terms paragraph 6(b):

; provided that the reimbursement for items described in Section 5(b)(i) above shall be limited to items paid by the Bank not more than 60 days prior to the date on which the Bank makes demand for such reimbursement.

(m) Secured Party and First Lien Secured Party have entered into that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of August 18, 2014, and Secured Party and First Lien Secured Party have, as among themselves agreed that in the event of a conflict between the terms of this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control. Bank shall have no duty to inquire or determine whether the Secured Party or First Lien Secured Party are entitled, under the Intercreditor Agreement, to exercise any rights under this Agreement, and agrees that the provisions of this Section 10(m) do not modify, in any manner, Bank's obligations set forth in 10(h) above.

C. EXHIBIT. The parties have completed and attach hereto the Exhibit to be used as the form of the Initial Instruction.

D. SINGLE AGREEMENT; COUNTERPARTS. The General Terms, the Specific Terms and the Exhibit shall be read and construed together with the other provisions of this Agreement as a single agreement. Delivery of executed copies of this Agreement may be made by facsimile or, if so permitted in Section 9 of Part B, by another form of electronic transmission. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which collectively shall constitute a single agreement.

[remainder of page intentionally left blank]

SIGNATURES

Debtor:

GKR SYSTEMS, INC.

By: 

Name: Gerard R. Gibert

Title: President

Address: 860 Centre Street, Ridgeland, MS 39157

Attention: Gerard R. Gibert

Telephone Number (for information only): 601.956.5440

Facsimile Number: 601.956.3750

Electronic mail address (if Section 6 of Part B permits): ggibert@ventech.com

Secured Party:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: _____

Name: _____

Title: _____

Address: _____

Attention: Alex Franky and Thomas Molzahn

Telephone Number (for information only): 312.258.9300

Facsimile Number: 312.258.8350

Electronic mail address (if Section 6 of Part B permits): _____

Bank:

REGIONS BANK

By: Paula Carter
Name: Paula Carter
Title: Vice President
Address: 1900 Fifth Avenue North, Suite 2300
Birmingham, Alabama 35203

Attention: Settlement and Counterparty Risk Group Operations

Telephone Number (for information only): (205) 264-5779

Electronic mail address (if Section 6 of Part B permits): dacart@regions.com

Exhibit

[LETTERHEAD OF THE SECURED PARTY]

DEPOSIT ACCOUNT CONTROL AGREEMENTINITIAL INSTRUCTION

[Date]

REGIONS BANK
Settlement and Counterparty Risk Group Operations
1900 Fifth Avenue North, Suite 2300
Birmingham, Alabama 35203

and email to the following address:
daca@regions.com

Attention: Mr. Keith Sides, Senior Vice President, Settlement and Counterparty Risk Group Operations

Dear Mr. Sides:

This is the Initial Instruction as defined in the Amended and Restated Deposit Account Control Agreement dated October , 2014, among you, us and **GKR Systems, Inc.** (the "*Debtor*") (as currently in effect, the "*Control Agreement*"). A copy of the Control Agreement as fully executed is attached. Capitalized terms used in this Initial Instruction have the meanings given them in the Control Agreement

This Initial Instruction directs the Bank no longer to comply with the Debtor's Disposition Instructions.

[As an included Disposition Instruction, we direct you to send the funds in the Deposit Account to us by the method and at the address indicated below. We recognize that, as a condition to your complying with this Disposition Instruction and to the extent that we have not already done so, we must provide to you evidence reasonably required by you as to the authority of the person giving this Disposition Instruction to act for us. We also recognize that your obligation to comply with this Disposition Instruction is subject to the other provisions of Section 4(a)(ii) of the General Terms. *[See Note 1 below]*

Funds transfer instructions:

Receiving Bank: JPMorgan Chase
Bank Address: 4 New York Plaza, New York, NY

Wire Routing Number: 021000021
Account Number: 323181325
Account Name: GE CDF - CLU DEPT-EFT
Reference Data: _____

Very truly yours,

**MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent**

By: _____

Title: _____

Note to the person completing this form of Initial Instruction:

1. *The bracketed language relating to a Disposition Instruction (including funds transfer instructions) is optional. Not including this language does not preclude the Secured Party from subsequently giving a Disposition Instruction.*

Monroe Capital Management Advisors, LLC
c/o Monroe Capital LLC
311 South Wacker Drive, Suite 6400
Chicago, Illinois 60606
Attention: Alex Franky and Kyle Asher

June 1, 2016

Regions Bank
1900 Fifth Avenue North, Suite 2300
Birmingham, AL 35203
Attention: Settlement and Counterparty Risk Group Operations
E-mail: daca@regions.com

Venture Technologies, Inc.
860 Centre Street
Ridgeland, MS 39157
Attention: Gerard R. Gilbert

Re: Termination of Amended and Restated Deposit Account Control Agreement

Accounts: 176000877, 176000869, 176000885 and 0176000931

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Deposit Account Control Agreement dated as of October __, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Agreement") among Regions Bank, Venture Technologies, Inc. (the "Company"), and us as Administrative Agent and Secured Party, a copy of which is attached hereto as Exhibit A.

Regions Bank and the Company are hereby notified that the Agreement is terminated, and Regions Bank and the Company have no further obligations to the undersigned thereunder. Notwithstanding any previous instructions to Regions Bank, Regions Bank is hereby instructed to accept all future directions with respect to the Accounts from the Company. This notice terminates any obligations Regions Bank and the Company may have to the undersigned with respect to the Accounts; *however*, nothing contained in this notice shall alter any obligations that Regions Bank may otherwise owe to Company pursuant to any other agreement. The Agreement shall remain in effect until you are in receipt of this letter from us.

[Signature page follows]

Very truly yours,

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**
as Administrative Agent and Secured Party

By: 

Kyle Asher
Vice President

[Signature Page to DACA Termination]

KCP-4693694

TRADEMARK
REEL: 005805 FRAME: 0552

EXHIBIT A
THE AGREEMENT

AMENDED AND RESTATED DEPOSIT ACCOUNT CONTROL AGREEMENT
SPECIFIC TERMS

PARTIES

This Agreement dated October , 2014 (the "Agreement Date") is among the persons signing this Agreement as the "Secured Party", the "Debtor" and the "Bank".

BACKGROUND

The Debtor is the Bank's customer with respect to one or more demand deposit accounts identified by the account numbers specified below (individually and collectively, as re-numbered and including any funds in the account or accounts, the "Deposit Account"). The Debtor has granted the Secured Party a security interest in the Deposit Account. The Debtor, Secured Party, and the Bank entered into that certain Deposit Account Control Agreement dated August 18, 2014 relating to the accounts specified below (the "Original Agreement"). The Debtor is requesting that the Bank enter into this Agreement and amend and restate the Original Agreement in its entirety. The Bank is willing to do so upon the terms contained in this Agreement.

This Agreement hereby amends and restates the Original Agreement and includes the General Terms, the Specific Terms and the Exhibit, each as defined or referred to below.

AGREEMENTS

A. GENERAL TERMS. This Agreement is subject to the General Terms for Deposit Account Control Agreement version 1 dated February 13, 2006, developed by a special task force of the American Bar Association's Business Law Section and available from the Business Law Section at <http://www.abanet.org/dcb/committee.cfm?com=CL710060> and attached hereto in the Appendix (the "General Terms"). The General Terms are incorporated in this Agreement by reference and without modification except as may be provided in Section 10 of the Specific Terms.

B. SPECIFIC TERMS. The following terms (the "Specific Terms") complete, supplement or modify the General Terms:

1. Deposit Account (see "Background" above). The following account or accounts comprise the Deposit Account:

176000877, 176000869, 176000885, 0176000931

2. Business Day (see definition of "Business Day" in Section 1 of the General Terms):

A day will not be considered as a "Business Day" if commercial banks in Birmingham, Alabama are closed on that day.

3. Outside Time (see definition of "Outside Time" in Section 1 of the General Terms):

The Outside Time will be based on two Business Days.

4. Disposition of less than all or multi-disposition of funds (see Section 4(a)(ii)(E) of the General Terms):

The following is any computation or formula by which a Disposition Instruction originated by the Secured Party may provide for a disposition of less than all of the funds in the Deposit Account and whether there may be multiple recipients of the funds:

[intentionally omitted]

If the preceding paragraph is not completed to permit a disposition of less than all of the funds in the Deposit Account, then a Disposition Instruction originated by the Secured Party must be for a disposition of all of the funds. If the preceding paragraph is not completed to permit a disposition of the funds in the Deposit Account to multiple recipients, then a Disposition Instruction originated by the Secured Party must require that the funds be sent to a single recipient.

5. Reimbursement Claim Period (see Section 6(b) of the General Terms):

The number of days following the termination of the Agreement in which a reimbursement claim must be made against the Secured Party under Section 6(b) of the General Terms is ninety (90).

6. Electronic Records (see definition of "writing" in Section 1 of the General Terms):

Checking this box [X] means that the parties permit a writing to include an electronic record and permit communications by email if an email address is provided for a party on the signature pages hereto. Otherwise, the parties do not permit a writing to include an electronic record and do not permit communications by email.

7. Governing Law (see Section 13(a) of the General Terms):

The jurisdiction whose law governs this Agreement is determined by the Regions Bank Deposit Agreement.

8. Bank's Jurisdiction for UCC Purposes (see Section 13(b) of the General Terms):

The Bank's jurisdiction for purposes of part 3 of UCC Article 9 is Alabama.

9. Delivery of Executed Copy (see Part D):

Checking this box [intentionally omitted] means that the delivery of an executed copy of this Agreement may be made by electronic transmission. Otherwise, delivery of an executed copy of this Agreement may not be made by a form of electronic transmission.

10. Additional Provisions (see Section 12(b) of the General Terms):

The following provisions modify or supplement the Agreement:

(a) If any term(s) in this Section 10 of these Specific Terms conflicts with any other term(s) of this Agreement, this Section 10 controls.

(b) Notwithstanding anything herein to the contrary, for any notice to the Bank to be effective under this Agreement, such notice must be delivered both to the email address and the physical address set forth on the Bank's signature page.

(c) The Debtor and the Secured Party each acknowledge and agree that Bank will debit the account for its applicable account fees. Should the balance in the Account not be sufficient to fund such account fees, the Account balance may become negative. If the Account's balance remains continually negative for a period of time (such time shall not be less than 45 days), the Account may close. In such a circumstance, Bank shall have no obligation to notify either Debtor or the Secured Party.

(d) GE Commercial Distribution Finance Corporation, in its capacity as first lien secured party (the "First Lien Secured Party"), the Debtor, and the Bank are parties to that certain Deposit Account Control Agreement dated of even date herewith (as it may be amended, restated, modified or supplemented from time to time, the "First Lien Control Agreement").

(e) At the end of General Terms paragraph 3(ii), insert the following:

, provided, however, that notwithstanding any other provision of this Agreement, the Bank shall not comply with an Initial Instruction or a Disposition Instruction until the First Lien Control Agreement shall have been terminated.

- (f) At the end of General Terms paragraph 4 insert the following:

The Bank will not be liable to any other party for failing to follow the Initial Instruction or Disposition Instruction prior to the termination of the First Lien Control Agreement.

- (g) Replace General Terms paragraph 7(iii) to the end of paragraph 7 with the following:

(iii) has not entered into any currently effective agreement with any person under which the Bank may be obligated to comply with Disposition Instructions originated by a person other than the Debtor or Secured Party, except for the First Lien Control Agreement. The Bank will not enter into any agreement with any person under which the Bank may be obligated to comply with Disposition Instructions originated by a person other than the Debtor or the Secured Party, except for the First Lien Control Agreement.

- (h) Replace the first sentence in General Terms paragraph 9(b) with the following:

If the Bank terminates this Agreement pursuant to clause (A) of Section 9(a)(ii) prior to the termination of the First Lien Control Agreement by the First Lien Secured Party, the funds in the Deposit Account will be disbursed according to the Disposition Instructions (as defined in the First Lien Control Agreement) of the First Lien Secured Party. For the avoidance of doubt, the Bank will continue to honor Disposition Instructions from First Lien Secured Party and not honor Initial Instructions or Disposition Instructions from Secured Party if the First Lien Control Agreement is terminated by any party other than First Lien Secured Party until such time as the CDF Finance Agreement has been terminated and the CDF Obligations (as such terms are defined in the Intercreditor Agreement referenced below) are paid in full (other than contingent indemnification obligations not yet asserted). If the Bank terminates this Agreement pursuant to clause (A) of Section 9(a)(ii) after the termination of the First Lien Control Agreement, the Bank will remit any funds in the Deposit Account on the date of termination (i) at the direction of the Secured Party if the direction is received by the Bank prior to the date of termination of this Agreement or (ii) if no such direction is received by the Bank prior to such date, by check mailed to the address of the Secured Party for receiving communications under this Agreement.

(i) Prior to the earlier of (a) the termination by the First Lien Secured Party of the First Lien Control Agreement and (b) termination of the CDF Finance Agreement and payment in full of the CDF Obligations (other than contingent indemnification obligations not yet asserted), there will be no amendment of this subsection without the consent of the First Lien Secured Party.

- (j) Replace General Terms paragraph 5(b)(i) with the following:

(i) the face amount of a check, draft, money order, instrument, wire transfer of funds, automated clearing house entry, other electronic transfer of Funds or other item (A) deposited in or credited to the Deposit Account, whether before or after the Agreement Date, and returned unpaid or otherwise uncollected or subject to an adjustment entry, whether for insufficient funds or for any other reason and without regard to the timeliness of the return or adjustment or the occurrence or timeliness of any other person's notice of nonpayment or adjustment, or (B) subject to a claim against the Bank for breach of transfer, presentment, encoding, retention or other warranty under Federal Reserve Regulations or Operating Circulars, clearing house rules, the UCC or other applicable law;

- (k) Delete General Terms paragraph 5(b)(iv).

- (l) Add the following proviso to the end of the first sentence of General Terms paragraph 6(b):

;provided that the reimbursement for items described in Section 5(b)(i) above shall be limited to items paid by the Bank not more than 60 days prior to the date on which the Bank makes demand for such reimbursement.

(m) Secured Party and First Lien Secured Party have entered into that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of August 18, 2014, and Secured Party and First Lien Secured Party have, as among themselves agreed that in the event of a conflict between the terms of this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control. Bank shall have no duty to inquire or determine whether the Secured Party or First Lien Secured Party are entitled, under the Intercreditor Agreement, to exercise any rights under this Agreement, and agrees that the provisions of this Section 10(m) do not modify, in any manner, Bank's obligations set forth in 10(h) above.

C. EXHIBIT. The parties have completed and attach hereto the Exhibit to be used as the form of the Initial Instruction.

D. SINGLE AGREEMENT; COUNTERPARTS. The General Terms, the Specific Terms and the Exhibit shall be read and construed together with the other provisions of this Agreement as a single agreement. Delivery of executed copies of this Agreement may be made by facsimile or, if so permitted in Section 9 of Part B, by another form of electronic transmission. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which collectively shall constitute a single agreement.

[remainder of page intentionally left blank]

SIGNATURES

Debtor:

VENTURE TECHNOLOGIES, INC.

By: 

Name: Gerard R. Gibert
Title: Chief Executive Officer
Address: 860 Centre Street, Ridgeland, MS 39157

Attention: Gerard R. Gibert
Telephone Number (for information only): 601.956.5440
Facsimile Number: 601.956.3750
Electronic mail address (if Section 6 of Part B permits: ggibert@ventech.com

Secured Party:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By: _____
Name: _____
Title: _____
Address: _____

Attention: Alex Franky and Thomas Malzahn
Telephone Number (for information only): 312.258.9300
Facsimile Number: 312.258.8350
Electronic mail address (if Section 6 of Part B permits): _____

SIGNATURES

Debtor:


VENTURE TECHNOLOGIES, INC.

By: _____
Name: Gerard R. Gibert
Title: Chief Executive Officer
Address: 860 Centre Street, Ridgeland, MS 39157

Attention: Gerard R. Gibert
Telephone Number (for information only): 601.956.5440
Facsimile Number: 601.956.3750
Electronic mail address (if Section 6 of Part B permits: ggibert@ventech.com

Secured Party:

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as Administrative Agent

By:  _____
Name: Alex Franky
Title: Managing Director
Address: c/o Monroe Capital LLC
311 South Wacker Drive, Suite 6400
Chicago, Illinois 60606

Attention: Alex Franky and Thomas Molzahn
Telephone Number (for information only): 312.258.9300
Facsimile Number: 312.258.8350
Electronic mail address (if Section 6 of Part B permits): _____

Bank:

REGIONS BANK

By: Paula Carter
Name: Paula Carter
Title: Vice President
Address: 1900 Fifth Avenue North, Suite 2300
Birmingham, Alabama 35203

Attention: Settlement and Counterparty Risk Group Operations

Telephone Number (for information only): (205) 264-5779
Electronic mail address (if Section 6 of Part B permits): daca@regions.com

Exhibit

[LETTERHEAD OF THE SECURED PARTY]

DEPOSIT ACCOUNT CONTROL AGREEMENT

INITIAL INSTRUCTION

[Date]

REGIONS BANK
Settlement and Counterparty Risk Group Operations
1900 Fifth Avenue North, Suite 2300
Birmingham, Alabama 35203

and email to the following address:
daca@regions.com

Attention: Mr. Keith Sides, Senior Vice President, Settlement and Counterparty Risk Group Operations

Dear Mr. Sides:

This is the Initial Instruction as defined in the Amended and Restated Deposit Account Control Agreement dated October , 2014, among you, us and **Venture Technologies, Inc.** (the "*Debtor*") (as currently in effect, the "*Control Agreement*"). A copy of the Control Agreement as fully executed is attached. Capitalized terms used in this Initial Instruction have the meanings given them in the Control Agreement

This Initial Instruction directs the Bank no longer to comply with the Debtor's Disposition Instructions.

[As an included Disposition Instruction, we direct you to send the funds in the Deposit Account to us by the method and at the address indicated below. We recognize that, as a condition to your complying with this Disposition Instruction and to the extent that we have not already done so, we must provide to you evidence reasonably required by you as to the authority of the person giving this Disposition Instruction to act for us. We also recognize that your obligation to comply with this Disposition Instruction is subject to the other provisions of Section 4(a)(ii) of the General Terms. *[See Note 1 below]*

Funds transfer instructions:

Receiving Bank: _____

Bank Address: _____

Wire Routing Number: _____

Account Number: _____

Account Name: _____

Reference Data: _____

Very truly yours,

MONROE CAPITAL MANAGEMENT ADVISORS, LLC,
as Administrative Agent

By: _____

Title: _____

Note to the person completing this form of Initial Instruction:

1. *The bracketed language relating to a Disposition Instruction (including funds transfer instructions) is optional. Not including this language does not preclude the Secured Party from subsequently giving a Disposition Instruction.*

Monroe Capital Management Advisors, LLC
c/o Monroe Capital LLC
311 South Wacker Drive, Suite 6400
Chicago, Illinois 60606
Attention: Alex Franky and Thomas Molzahn

June 1, 2016

Jonah Bank of Wyoming
3730 E. 2nd Street
Casper, WY 82609
Attention: Crystal Thompson

Wells Fargo Commercial Distribution Finance, LLC
5595 Trillium Boulevard
Hoffman Estates, IL 60192
Attention: Jack F. Morrone

ISC, Inc.
401 East 'E' Street
Casper, WY 82601
Attention: Winchester J. Farnsworth

Re: Termination of Amended and Restated Deposit Account Control Agreement

Accounts: 12004289, 20008223, and 20008231

Ladies and Gentlemen:

Reference is made to that certain Deposit Account Control Agreement dated as of August 8, 2014 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Agreement") among Jonah Bank of Wyoming (the "Bank"), Wells Fargo Commercial Distribution Finance, LLC (formerly known as) GE Commercial Distribution Finance Corporation as Secured Party ("CDF"), ISC, Inc. (the "Company"), and Monroe Capital Management Advisors, LLC as Administrative Agent and Secured Party ("Monroe"), a copy of which is attached hereto as Exhibit A.

In connection with the corresponding written termination notice by CDF, the Bank, CDF and Company are hereby notified that the Agreement is terminated, and the Bank, CDF and the Company have no further obligations to the undersigned thereunder. Notwithstanding any previous instructions to the Bank, the Bank is hereby instructed to accept all future directions with respect to the Account from the Company. This notice terminates any obligations the Bank,

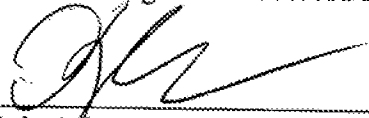
CDF or the Company may have to the undersigned with respect to the Account; *however*, nothing contained in this notice shall alter any obligations that the Bank, CDF or the Company may otherwise owe to each other pursuant to any other agreement. The Agreement shall terminate seven (7) days following the delivery of this written termination notice and the corresponding written termination notice by CDF.

[Signature page follows]

Very truly yours,

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**
as Administrative Agent and Secured Party

By:



Kyle Asher
Vice President

[Signature Page to DACA Termination]

KCP-4693698

TRADEMARK
REEL: 005805 FRAME: 0565

EXHIBIT A
THE AGREEMENT

DEPOSIT ACCOUNT CONTROL AGREEMENT

THIS DEPOSIT ACCOUNT CONTROL AGREEMENT ("**Agreement**") is made and entered into as of this 8th day of August, 2014, by and among JONAH BANK OF WYOMING, a Wyoming chartered bank ("**Bank**"), ISC, INC., a Wyoming corporation ("**Company**"), GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION (together with any successors and assigns, "**CDF**") and MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent for the benefit of itself and the Lenders (as defined below) (together with any successors and assigns, the "**Administrative Agent**" and collectively with CDF, "**Secured Parties**" and each, individually, a "**Secured Party**").

A. Pursuant to that certain Amended and Restated Inventory Financing Agreement, dated as of August 18, 2014 between Company and CDF (as amended, supplemented or otherwise modified from time to time, the "**IFA**") and the Amended and Restated Business Financing Agreement, dated as of August 18, 2014 between Company and CDF (as amended, supplemented or otherwise modified from time to time, the "**BFA**"), CDF has agreed to make loans and extend other financial accommodations to Company.

B. Pursuant to that certain Credit Agreement, dated as of August 18, 2014 between Company, certain affiliates of Company, Administrative Agent and the financial institutions that are or may from time to time become parties thereto ("**Lenders**") (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**" and collectively with the IFA and the BFA, the "**Financing Agreements**"), Administrative Agent and Lenders have agreed to make loans and extend other financial accommodations to Company.

C. CDF and Administrative Agent have entered into an Intercreditor Agreement, dated as of August 18, 2014 (as amended, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**") setting forth their respective rights and obligations with respect to the Collateral Accounts and the Receipts.

D. Company has established certain deposit accounts at Bank identified on Exhibit A attached hereto (each hereinafter referred to individually as a "**Collateral Account**" and collectively as the "**Collateral Accounts**").

E. The parties hereto desire to enter into this Agreement in order to set forth their relative rights and duties with respect to the Collateral Accounts and all funds on deposit therein from time to time.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. **Effectiveness.** This Agreement shall take effect immediately upon its execution by all parties hereto and shall supersede any deposit account control agreement, blocked account or similar agreement in effect with respect to the any Collateral Account.
2. **Security Interest.** As collateral security for Company's obligations to Secured Parties under the Financing Agreements and the other documents, instruments and agreements described therein, Company has granted to each Secured Party a present and continuing security interest in (a) the Collateral Accounts, (b) all contract rights, claims and privileges in respect of the Collateral Accounts, and (c) all cash, checks, drafts, collection remittances, money orders and other items of value of Company now or hereafter paid, deposited, credited, held (whether for collection, provisionally or otherwise) or otherwise in the possession or under the control of, or in transit to, Bank or any agent, bailee or custodian thereof (collectively, "**Receipts**"), and all proceeds of the foregoing, and Bank acknowledges that this Agreement constitutes notice of Secured Parties' security interest in such collateral and does hereby consent thereto. Subject to the terms of this Agreement, the parties hereto agree that Bank shall comply with any instructions originated by Control Agent (as defined below) directing disposition of the Receipts in

the Collateral Accounts ("*Disposition Instructions*") without further consent of the Company. Control Agent shall have the sole right to issue Disposition Instructions, and Bank shall not act in accordance with instructions received from any other party, including but not limited to any other Secured Party. "*Control Agent*" shall mean (a) prior to delivery by CDF to Bank of notice that it no longer has a security interest in the Collateral Accounts and Receipts (the "*No Lien Notification*"), CDF and (b) following the delivery of the No Lien Notification, Administrative Agent.

3. Control of Collateral Accounts.

(a) Each Secured Party has a security interest in the Collateral Accounts, but the Collateral Accounts shall be maintained by Bank in the name of "ISC, INC." In order to give Secured Parties control over the Collateral Accounts, as control is defined in the Uniform Commercial Code, Bank hereby agrees to comply with any or all instructions from time to time originated by Control Agent directing disposition of the funds in any and all Collateral Accounts and all other Receipts, without further consent of Company. Unless and until notice to the contrary is provided by the Control Agent, in its sole discretion, but subject to the terms of the Intercreditor Agreement, to Bank (an "*Access Termination Notice*"), Company shall have the right from time to time to access amount in, and write checks against amounts from, the Collateral Accounts. Company irrevocably authorizes Bank to comply with any Access Termination Notice and/or Disposition Instructions even if Company objects to them in any way, and agrees that Bank may pay any and all Receipts to the Control Agent in response to any Disposition Instructions. Company further agrees that after Bank receives an Access Termination Notice, Company will not have access to any Collateral Accounts or Receipts. To the extent Receipts deposited in a Collateral Account have been received in one or more post office lockboxes maintained for Company by Bank (each a "*Lockbox*"), Company acknowledges that Company has granted Secured Parties a security interest in all such Receipts. Upon Bank's receipt of an Access Termination Notice from the Control Agent and at all times thereafter, Bank shall comply only with the Control Agent's instructions and directions with respect to any transfer or withdrawal of Receipts and funds from the Lockboxes and Collateral Accounts, and Company will have no further right to instruct Bank regarding the receipt, processing or deposit of Receipts, and Bank will not accept any such instructions from Company following receipt of an Access Termination Notice.

(b) At the specific request of the Control Agent, Bank agrees that it will process each automated clearing house debit entry (each an "*ACH Debit*"), initiated by a financial institution other than Bank for transfer of funds out of a Collateral Account if (i) the electronic file information for such ACH Debit identifies the debiting entity by the same company code which the Control Agent previously furnished to Bank in writing, in which case the ACH Debit in question, for purposes of this Agreement, will be deemed to have been duly authorized by the Control Agent, regardless of whether in fact it was so authorized, so long as Bank processes the ACH Debit in good faith, and (ii) such ACH Debit does not exceed the collected and available balance in the applicable Collateral Account at the time the ACH Debit is to settle. In no circumstances will any such disposition require Company's consent.

4. Certain Representations, Warranties and Covenants.

(a) Each party hereto represents and warrants to the other parties hereto that such party has all requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

(b) Each party hereto represents and warrants that such execution, delivery and performance shall not cause a breach of or default under such party's organizational documents and Company represents and warrants that such execution, delivery and performance shall not cause a breach under any material contract to it is bound.

(c) Each party hereto represents and warrants to the other parties hereto that this Agreement is legally valid and binding on such party, enforceable against such party in accordance with its terms, except as

limited by bankruptcy or other comparable laws affecting creditors' rights generally, and except as limited by the availability of equitable remedies.

(d) Bank hereby represents and warrants to Secured Parties that except for this Agreement, Bank has not entered into any agreement with any person or entity pursuant to which Bank is obligated to comply with instructions as to the disposition of funds from the Collateral Accounts. Bank hereby covenants and agrees that Bank shall not, without the prior written consent of each Secured Party, enter into any agreement with any other person or entity pursuant to which Bank is obligated to comply with instructions as to the disposition of funds from the Collateral Accounts.

(e) Company and Bank hereby represent and warrant to Secured Parties that each Collateral Account is a "deposit account" (as such term is defined in the Uniform Commercial Code).

5. Statements and Other Information. Upon any Secured Party's request, Bank shall provide such Secured Party with copies of the regular monthly bank statements provided to Company and such other information relating to the Collateral Accounts as shall reasonably be requested by such Secured Party. Bank shall also deliver a copy of all notices and statements required to be sent to Company pursuant to any agreement governing or related to the Collateral Accounts to each Secured Party at such times as provided therein.

6. Fees. Bank agrees not to exercise or claim any right of offset, right of recoupment, security interest, banker's lien or other like right against the Collateral Accounts for so long as this Agreement is in effect except as provided in Section 8 hereof with respect to (i) returned or charged-back items, (ii) reversals or cancellations of payment orders and other electronic fund transfers, (iii) overdrafts resulting from adjustments or corrections of previous credits or other postings (together with clauses (i) and (ii), collectively, "Returned Items") or (iv) Bank's usual and customary charges, fees and expenses with respect to the Collateral Accounts or the services provided in connection therewith or hereunder (collectively, "Charges").

7. Exculpation of Bank. Company and Secured Parties agree that Bank shall have no liability to either of them for any loss or damage that either or both may claim to have suffered or incurred, either directly or indirectly, by reason of this Agreement or any transaction or service contemplated by the provisions hereof, unless occasioned by the gross negligence or willful misconduct of Bank or the breach by Bank of any provision of this Agreement. In no event shall Bank be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties or other causes beyond Bank's reasonable control or for indirect, special or consequential damages

8. Indemnity. Company hereby agrees to indemnify, defend and save harmless Bank against any loss, liability or expense (including reasonable, documented, out-of-pocket fees and disbursements of outside counsel) incurred in connection with this Agreement or the Collateral Accounts (except to the extent due to Bank's willful misconduct or gross negligence or breach of this Agreement) or incurred at Company's direction or instruction, including without limitation any Returned Items or Charges. If any Returned Items are not paid by Company within fifteen (15) days after written demand therefor by Bank to Company, the Control Agent shall pay to Bank within thirty (30) days after receipt of written demand therefor from Bank the amount of such Returned Items; provided that (a) such liability shall not exceed the Receipts actually received by such Control Agent from the Collateral Accounts following delivery of an Access Termination Notice and (b) the Control Agent shall have received such demand within sixty (60) days after the funds attributable to such Returned Item have been transferred to the Control Agent's account by ACH Debit as provided in paragraph 3 above. If any Charges are not paid by the Company within fifteen (15) days after written demand therefor by Bank to Company, the Control Agent shall pay to Bank within thirty (30) days after receipt of written demand therefor from Bank the amount of such Charges; provided that (x) such liability shall not exceed the Receipts actually received by such Control Agent from the Collateral Accounts following delivery of an Access Termination Notice, (y) any such amount shall not exceed the aggregate monthly amount of such

Charges for the prior six (6) month period and (z) the Control Agent has received such demand prior to the effective date of any termination of this Agreement.

9. Termination. This Agreement may not be terminated by Company. This Agreement may be terminated by any Secured Party (only with respect to such Secured Party) at any time, with or without cause, seven (7) days following the delivery of written notice thereof signed by such Secured Party to each other Secured Party, Company and Bank. This Agreement may be terminated by Bank at any time on not less than 30 days prior written notice delivered to each of Company and each Secured Party. Upon delivery or receipt of such notice of termination to or by Bank, Bank will immediately transmit to such account as Control Agent may direct, or process an ACH Debit to the Control Agent as set forth above for all funds, if any, then on deposit in, or otherwise to the credit of, the Collateral Accounts. The provisions of paragraphs 2 and 3 shall survive termination of this Agreement unless and until specifically released by each Secured Party in writing. All rights of Bank under paragraphs 6, 7 and 8 shall survive any termination of this Agreement.

10. Irrevocable Agreements. Company acknowledges that the agreements made by it and the authorizations granted by it in paragraphs 2 and 3 hereof are irrevocable and that the authorizations granted in paragraphs 2 and 3 hereof are powers coupled with an interest.

11. Notices. All notices, requests or other communications given to Company, Secured Parties or Bank shall be given in writing (including by facsimile) at the address specified below:

CDF: GE Commercial Distribution Finance Corporation
5595 Trillium Boulevard
Hoffman Estates, Illinois 60192
Attention: _____
Telephone: (____) ____-_____
Facsimile: (____) ____-_____

Administrative Agent: Monroe Capital Management Advisors, LLC
c/o Monroe Capital LLC
311 South Wacker Drive, Suite 6400
Chicago, Illinois 60606
Attention: Alex Franky and Thomas Molzahn
Telephone: (312) 258-8300
Facsimile: (312) 258-8350

Bank: Jonah Bank of Wyoming
3730 E 2nd Street
Casper, WY 82609
Attention: Crystal Thompson
Telephone: (307) 268-7318
Facsimile: (307) 234-6231

Company: ISC, Inc.
401 East 'E' Street
Casper, WY 82601
Attention: Winchester J. Farnsworth
Telephone: (307) 473-8933

Any party may change its address for notices hereunder by notice to each other party hereunder given in accordance with this paragraph 11. Each notice, request or other communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this paragraph 11 and confirmation of receipt is made by the appropriate party, or (b) if given by any other means, when delivered at the address specified in this paragraph 11.

12. Miscellaneous.

(a) This Agreement may be amended only by a written instrument executed by Secured Parties, Bank, and Company acting by their respective duly authorized representatives.

(b) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, but neither Company nor Bank shall be entitled to assign or delegate any of its rights or duties hereunder without first obtaining the express prior written consent of each Secured Party.

(c) This Agreement may be executed in any number of several counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(d) THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS (WITHOUT GIVING EFFECT TO ITS CONFLICTS OF LAW RULES).

(e) The Administrative Agent and CDF agree that their respective rights in the Collateral Accounts and Receipts are subject to the Intercreditor Agreement, and in the event of a conflict between the terms of this Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control. Bank shall have no duty to inquire or determine whether the Administrative Agent or CDF are entitled, under the Intercreditor Agreement, to exercise any rights under this Agreement.

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the day and year first above set forth.

"Bank"

JONAH BANK OF WYOMING

By: *Robin Wallingford*

Title: *VP/Deposit Operations Manager*

"Company"

ISC, INC.

By: _____

Title: _____

"CDF"

GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION

By: _____

Duly Authorized Signatory

"Administrative Agent"

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent

By: _____

Duly Authorized Signatory

IN WITNESS WHEREOF, each of the parties has executed and delivered this Agreement as of the day and year first above set forth.

"Bank"

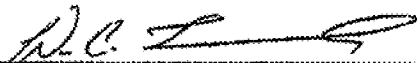
JONAH BANK OF WYOMING

By: _____

Title: _____

"Company"

ISC, INC.

By: 

Title: CEO

"CDF"

GE COMMERCIAL DISTRIBUTION FINANCE CORPORATION

By: _____

Duly Authorized Signatory

"Administrative Agent"

MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent

By: _____

Duly Authorized Signatory

Exhibit "A"

Collateral Accounts

<u>Account Number</u>	<u>Description of Account</u>
12004289	Checking Account
20008223	Savings Account
20008231	Savings Account