

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414804

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Macton Corporation		02/03/2017	Corporation: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Congruent Credit Opportunities Fund III, L.P.		
<b>Street Address:</b>	3400 Carlisle Street, Suite 430		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75204		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>Name:</b>	CIP Administrative, LLC		
<b>Street Address:</b>	3400 Carlisle Street, Suite 430		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75204		
<b>Entity Type:</b>	Limited Liability Company: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1126337	MACTON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149224142		
<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>			
<b>Phone:</b>	2149224119		
<b>Email:</b>	nward@hallettperrin.com		
<b>Correspondent Name:</b>	Nadine Ward		
<b>Address Line 1:</b>	1445 Ross Avenue, Suite 2400		
<b>Address Line 4:</b>	Dallas, TEXAS 75202		
<b>NAME OF SUBMITTER:</b>	Peter G. McGonagle		
<b>SIGNATURE:</b>	/s/ peter g. mcgonagle		
<b>DATE SIGNED:</b>	02/03/2017		

OP \$40.00 1126337

**Total Attachments: 32**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as amended, restated, amended and restated, modified or supplemented and in effect from time to time, this "*Agreement*"), dated as of February 3, 2017, is by and among Macton Corporation, a Connecticut corporation (the "*Company*"), each of its future subsidiaries from time to time party hereto, (such subsidiaries and the Company collectively referred to herein as the "*Debtors*" and each, individually, a "*Debtor*"), and Congruent Credit Opportunities Fund III, L.P. ("*Lender*" or "*Secured Party*").

WHEREAS, the Company and the Lender are parties to a Note and Warrant Purchase Agreement, dated as of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the "*Purchase Agreement*"); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, the Company has issued its Term Notes to the Lender; and

WHEREAS, the Purchase Agreement contemplates that the Debtors shall have executed and delivered this Security Agreement to secure the payment and performance of the Term Notes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto hereby agree as follows:

1. Definitions.

(a) When used herein, the terms Account, Account Debtor, Certificated Security, Chattel Paper, Commercial Tort Claim, Deposit Account, Document of Title, Electronic Chattel Paper, Equipment, Financial Asset, Fixtures, General Intangibles, Goods, Health-Care-Insurance Receivable, Inventory, Instrument, Investment Property, Letter of Credit Rights, Payment Intangibles, Proceeds, Security, Security Entitlement, Supporting Obligations and Uncertificated Security have the respective meanings assigned thereto in the UCC (as defined below).

(b) The following terms have the following meanings (such definitions to be applicable to both the singular and plural forms of such terms):

*Collateral* means all property and rights of Debtors in which a security interest is granted hereunder. Notwithstanding anything herein to the contrary, in no event shall "Collateral" include, and no Debtor shall be deemed to have granted a security interest in, any contract, lease, license or other agreement which by its terms prohibits the granting of a security interest therein (except to the extent such prohibition is unenforceable pursuant to the provisions of Article 9

of the UCC); provided, however, that each Debtor will use its commercially reasonable efforts to promptly obtain consent to the collateral assignment thereof and the granting of a security interest therein to Secured Party and, at such time such consent is obtained, the contract, lease, license or other agreement shall constitute "Collateral" hereunder, and provided, further, that notwithstanding the foregoing, the term "Collateral" shall include any and all proceeds arising from such excluded property to the extent that the assignment or encumbering of such proceeds is not subject to the same or similar prohibitions or restrictions.

**"Collections"** means all cash, funds, checks, notes, instruments, any other form of remittance tendered by account debtors in respect of payment of Receivables of Debtors and any other payments received by the Debtors with respect to any Collateral.

**Computer Hardware and Software** means all of Debtors' rights (including rights as licensee and lessee) with respect to: (i) computer and other electronic data processing hardware, including all integrated computer systems, central processing units, memory units, display terminals, printers, computer elements, card readers, tape drives, hard and soft disk drives, cables, electrical supply hardware, generators, power equalizers, accessories, peripheral devices and other related computer hardware; (ii) all software programs designed for use on the computers and electronic data processing hardware described in clause (i) above, including all operating system software, utilities and application programs in whatsoever form (source code and object code in magnetic tape, disk or hard copy format or any other listings whatsoever); (iii) any firmware associated with any of the foregoing; and (iv) any documentation for hardware, software and firmware described in clauses (i), (ii) and (iii) above, including flow charts, logic diagrams, manuals, specifications, training materials, charts and pseudo codes.

**"Control Agreement"** means a control agreement, in form and substance satisfactory to Secured Party, among Debtors and the applicable intermediary or depository bank with respect to the applicable related deposit account.

**Foreign Filing Offices** is defined in Section 3(s).

**General Intangibles** means all of Debtors' "general intangibles" as defined in the UCC and, in any event, includes, without limitation, all of Debtors' trademarks, trade names, patents, copyrights, trade secrets, customer lists, inventions, designs, software, software programs, mask works, goodwill, registrations, licenses, franchises, tax refund claims, guarantee claims, Payment Intangibles, security interests and rights to indemnification.

**Intellectual Property** means all past, present and future: trade secrets and other proprietary information; trademarks, service marks, business names, Internet domain names, designs, logos, trade dress, slogans, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore

been or may hereafter be issued thereon throughout the world; copyrights (including copyrights for computer programs and software) and copyright registrations or applications for registrations which have heretofore been or may hereafter be issued throughout the world and all tangible property embodying the copyrights; unpatented inventions (whether or not patentable); patent applications and patents; industrial designs, industrial design applications and registered industrial designs; license agreements related to any of the foregoing and income therefrom; books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights throughout the world in and to all of the foregoing.

***Non-Tangible Collateral*** means, collectively, Debtors' Accounts and General Intangibles.

***Obligations*** means all obligations (monetary or otherwise) of Debtors under the Purchase Agreement, any of the other Credit Documents or any instrument executed in connection therewith (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), whether direct or indirect, absolute or contingent, now or hereafter existing, or due or to become due.

***Obligor*** means a Person that, with respect to an obligation secured by a security interest in the Collateral, (a) owes payment or other performance on the obligation, (b) has provided property or other security or credit support other than the Collateral to secure payment or other performance of the obligation, or (c) is otherwise accountable in whole or in part for payment or other performance of the obligation. The term does not include issuers or nominated persons under a letter of credit.

***Organizational I.D. Number*** means the organizational identification number assigned to each Debtor by the applicable governmental unit or agency of the jurisdiction of organization for such Debtor.

***Patents*** means all of the following now owned or hereafter acquired by Debtors: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

**Receivable(s)** means all Accounts and all right, title and interest in any returned goods, together with all right, title, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and re-sales, and all related security interests, Liens, charges, encumbrances and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

**Security Interest** is defined in **Section 2** of this Agreement.

**Trademarks** means all of the following now owned or hereafter acquired by Debtors: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

**Type of Organization** means the kind or type of entity of each Debtor, such as a corporation, limited partnership or limited liability company.

**UCC** means the Uniform Commercial Code as in effect in the State of Texas on the date of this Agreement, as it may be amended or modified from time to time hereafter; provided, however, that, as used in Section 5 hereof, UCC shall mean the Uniform Commercial Code as in effect from time to time in any applicable jurisdiction.

2. **Grant of Security Interest.** As security for the payment and performance of all Obligations, each Debtor hereby collaterally transfers, conveys, sets over and assigns to Secured Party, and grants to Secured Party a continuing security interest (the "**Security Interest**") in, all of the following property of such Debtor whether now or hereafter existing or acquired, regardless of where located:

- (a) Accounts;
- (b) Certificated Securities;
- (c) Chattel Paper, including Electronic Chattel Paper;
- (d) Computer Hardware and Software and all rights with respect thereto, including, any and all licenses, options, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights and indemnifications, and any substitutions, replacements, additions or model conversions of any of the foregoing;

- (e) Commercial Tort Claims;
- (f) Deposit Accounts;
- (g) Documents of Title;
- (h) Financial Assets;
- (i) General Intangibles, including, without limitation, payment intangibles and all contracts;
- (j) Goods (including all of its Equipment, Fixtures and Inventory), and all embedded software, accessions, additions, attachments, improvements, substitutions and replacements thereto and therefor;
- (k) Governmental authorizations, approvals, consents and certificates, insofar as such represent an asset that can be encumbered and/or assigned;
- (l) Instruments;
- (m) Intellectual Property;
- (n) Investment Property;
- (o) Letter of Credit Rights;
- (p) money (of every jurisdiction whatsoever);
- (q) Security Entitlements;
- (r) Supporting Obligations;
- (s) Uncertificated Securities;
- (t) and to the extent not included in the foregoing, all other personal property of any kind or description;

together with all books, records, writings, databases, information and other property relating to, used or useful in connection with, or evidencing, embodying, incorporating or referring to any of the foregoing, and all Proceeds, products, offspring, rents, issues, profits and returns of and from any of the foregoing; *provided, however*, that to the extent that the provisions of any lease or license to any Debtor of Computer Hardware and Software or Intellectual Property expressly prohibit (which prohibition is enforceable under applicable law) the assignment thereof, and the grant of a security interest therein, Secured Party will not enforce its security interest (other than in respect of the Proceeds thereof) for so long as such prohibition continues, it being understood that upon the request of Secured Party, each Debtor will in good faith use reasonable efforts to obtain consent for the creation of a security interest in favor of Secured Party (and to Secured

Party's enforcement of such security interest) in such Debtor's rights under such lease or license.

3. Representations and Warranties. Each Debtor represents and warrants to Secured Party that:

(a) No financing statement (other than any which may have been filed on behalf of Secured Party or with respect to any Permitted Lien) with respect to such Debtor or the Collateral is on file in any public office.

(b) Such Debtor is and will be the lawful owner of all Collateral, free of all Liens, claims, security interests and encumbrances whatsoever, other than the security interest hereunder and Permitted Liens, with full power and authority to execute this Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest hereunder.

(c) All information with respect to Collateral and Account Debtors set forth in any schedule, certificate or other writing at any time heretofore or hereafter furnished by such Debtor to Secured Party is and will be true and correct in all material respects as of the date furnished.

(d) The execution and delivery of this Agreement and the performance by such Debtor of its obligations hereunder are within such Debtor's powers, have been duly authorized by all necessary action, have received all necessary governmental approval (if any shall be required), and do not and will not contravene or conflict with any provision of law or of the articles of incorporation, certificate of formation, by-laws, limited liability company agreement, limited partnership agreement or any similar governing documents of such Debtor or of any material agreement, indenture, instrument or other document, or any material judgment, order or decree, which is binding upon such Debtor.

(e) This Agreement is a legal, valid and binding obligation of such Debtor, enforceable in accordance with its terms, except that the enforceability of this Agreement may be limited by bankruptcy, insolvency, fraudulent conveyance, fraudulent transfer, reorganization, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(f) The Security Interest in the Collateral created by this Agreement will be duly perfected once the action required for perfection under applicable Law has been taken. The creation, attachment and perfection of the Security Interest do not require the consent of any third party. Once perfected, the Security Interest will constitute a first and prior Lien on the Collateral subject only to Permitted Liens.

(g) Such Debtor's chief executive office and principal place of business are as set forth on *Schedule I* hereto; *Schedule I* also sets forth each location where such Debtor maintains a place of business, maintains any Inventory, or owns or leases any real property. The failure of the description of locations of Collateral on *Schedule I* to be accurate or complete will not impair the Security Interest in such Collateral.



(h) Such Debtor is duly organized and validly existing under the laws of the state set forth on *Schedule II* hereto; *Schedule II* sets forth the Type of Organization, Organizational I.D. Number and federal taxpayer identification number of such Debtor.

(i) Such Debtor's exact legal name is as set forth on the signature pages of this Agreement and on *Schedule II*. *Schedule III* sets forth all of such Debtor's prior legal names and prior Types of Organizations, and lists all mergers or other reorganizations to which such Debtor has been subject, within the five (5) year period immediately preceding the date hereof.

(j) *Schedule IV* hereto contains a complete listing of all of such Debtor's Intellectual Property that is subject to registration statutes.

(k) *Schedule V* hereto contains a complete listing of all of such Debtor's Instruments, Investment Property, Letter-of-Credit Rights, Chattel Paper, Documents of Title and Commercial Tort Claims.

(l) Except as set forth on *Schedule VI* hereto, such Debtor has no tangible Collateral located outside of the United States.

(m) *Schedule VII* hereto contains a complete listing of such Debtor's tangible Collateral located with any bailee, warehousemen or other third parties.

(n) *Schedule VIII* hereto contains a complete listing of all of such Debtor's Collateral that is subject to certificate of title statutes.

(o) *Schedule IX* hereto contains a complete listing of all of such Debtor's Deposit Accounts and other bank accounts, including locations and applicable account numbers.

(p) Except for Permitted Liens, such Debtor has good and indefeasible and merchantable title to and ownership of all of its Equipment. None of such Debtor's Equipment is (i) a Fixture to real estate unless such real estate is owned by such Debtor and is subject to a mortgage in favor of Secured Party, or if such real estate is leased, is subject to a landlord's agreement in favor of Secured Party on terms acceptable to Secured Party, or (ii) an accession to other personal property unless such personal property is subject to a first priority Lien in favor of Secured Party.

(q) The amounts due such Debtor under the Collateral are not subject to any material setoff, counterclaim, defense, allowance or adjustment (other than discounts for prompt payment shown on the invoice) or to any material dispute, objection or complaint by any Account Debtor or other Obligor.

(r) Such Debtor has full right to use the Patents and Trademarks and all Patents and Trademarks owned, controlled, or acquired by such Debtor, or which such Debtor has a right to use: (i) are subsisting and have not been adjudged or claimed to be invalid or unenforceable (either in whole or in part) and such Debtor is not aware of any basis for such a claim, (ii) are valid and enforceable, (iii) are in the name of such Debtor,

(iv) are properly recorded and/or filed in the United States Patent and Trademark Offices, and (v) such Debtor has taken all necessary steps to properly record or file ownership in the name of such Debtor in the proper foreign filing offices (the “*Foreign Filing Offices*”) with respect to foreign Patents and Trademarks, as appropriate. Except for Permitted Liens, such Debtor’s right, title and interest in the Patents and Trademarks is free and clear of any Liens, registered user agreements, or covenants by such Debtor not to sue third Persons or licenses.

4. Certificates, Schedules and Reports. Each Debtor will from time to time, as Secured Party may reasonably request, deliver to Secured Party such schedules, certificates and reports respecting all or any of the Collateral at the time subject to the security interest hereunder, and the items or amounts received by such Debtor in full or partial payment of any of the Collateral, as Secured Party may reasonably request.

5. Agreements of Debtors.

(a) Each Debtor, at Secured Party’s reasonable request, at any time and from time to time, shall execute and deliver to Secured Party such financing statements, amendments and any other documents, including Instruments, and do such acts as Secured Party deems necessary in order to establish and maintain valid, attached and perfected security interests in the Collateral in favor of Secured Party, free and clear of all Liens and claims and rights of third parties whatsoever except Permitted Liens. Each Debtor hereby irrevocably authorizes Secured Party at any time, and from time to time, to file in any jurisdiction any initial financing statements and amendments thereto that (i) indicate the Collateral (A) as “all assets of Debtor,” “the Collateral described in the Security Agreement” or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed, or (B) as being of an equal or lesser scope or with greater detail, and (ii) contain any other information required by Article 9 of the UCC of the jurisdiction wherein such financing statement or amendment is filed regarding the sufficiency or filing office acceptance of any financing statement or amendment, including, without limitation, (A) whether such Debtor is an organization, the Type of Organization and the Organization ID Number issued to such Debtor and (B) in the case of a financing statement filed as a fixture filing or indicating Collateral to be extracted or timber to be cut, a sufficient description of the real property to which the Collateral relates. Each Debtor further ratifies and affirms its authorization for any financing statements and/or amendments thereto that Secured Party has filed in any jurisdiction prior to the date of this Agreement.

(b) During the term of this Agreement, each Debtor agrees to:

(i) keep all of the Collateral (other than in connection with the ordinary course of its business) at, and will not maintain any place of business at any location other than, its address(es) shown on *Schedule I* hereto or at such other addresses of which any Debtor shall have given Secured Party not less than thirty (30) days’ prior written notice;

(ii) keep its records concerning the Non-Tangible Collateral in such a manner as will enable Secured Party or its designees to determine at any time the status of the Non-Tangible Collateral, and maintain a current record of the location of all Collateral and furnish Secured Party such information concerning such Debtor, the Collateral and the Account Debtor as Secured Party may from time to time reasonably request;

(iii) permit Secured Party and its designees, from time to time, on reasonable notice and at reasonable times and intervals during normal business hours (or at any time without notice during the existence of a Default) to inspect such Debtor's Inventory and other Goods, and to inspect, audit and make copies of and extracts from all records and other papers in the possession of such Debtor pertaining to the Collateral and the Account Debtors, and will, upon request of Secured Party during the existence of a Default, deliver to Secured Party all of such records and papers;

(iv) promptly notify Secured Party in writing of any change in any material fact or circumstance represented or warranted by such Debtor with respect to any of the Collateral, and promptly notify Secured Party in writing of any claim, action or proceeding challenging the Security Interest or affecting title to all or any material portion of the Collateral or the Security Interest and, at Secured Party's request, appear in and defend any such action or proceeding at such Debtor's expense;

(v) not sell, lease, assign or create or permit to exist any Lien on any Collateral other than Permitted Liens except for the sale or lease of Inventory in the ordinary course of its business and sales of Equipment which is no longer useful in its business or which is being replaced by similar Equipment;

(vi) keep all of its Inventory and other Goods insured under policies maintained with reputable, financially sound insurance companies against loss, damage, theft and other risks to such extent as is customarily maintained by companies similarly situated, and such policies or certificates thereof shall, if Secured Party so requests, be deposited with or furnished to Secured Party;

(vii) take such actions as are reasonably necessary to keep its Goods in good repair and condition;

(viii) take such actions as are reasonably necessary to keep its Equipment in good repair and condition and in good working order, ordinary wear and tear excepted;

(ix) promptly pay when due all license fees, registration fees, taxes, assessments and other charges which may be levied upon or

assessed against the ownership, operation, possession, maintenance or use of its Equipment and other Goods except to the extent the validity thereof is being contested in good faith and adequate reserves are being maintained in connection therewith;

(x) except for Permitted Liens, not (A) permit any of its Equipment to become a Fixture to real property unless such real property is owned by such Debtor and is subject to a mortgage in favor of Secured Party, or if such real property is leased, is subject to a landlord's agreement in favor of Secured Party on terms reasonably acceptable to Secured Party, or (B) permit any of its Equipment to become an accession to any other personal property unless such personal property is subject to a first priority Lien in favor of Secured Party;

(xi) upon request of Secured Party, (A) cause to be noted on the applicable certificate, in the event any of its Equipment is covered by a certificate of title, the security interest of Secured Party in the Equipment covered thereby, and (B) deliver all such certificates to Secured Party or its designees;

(xii) take all steps reasonably necessary to protect, preserve and maintain all of its rights in the Collateral;

(xiii) except as listed on *Schedule VI*, keep all of the tangible Collateral in the United States;

(xiv) promptly notify Secured Party in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Deposit Accounts, Investment Property, Letter-of-Credit Rights or Electronic Chattel Paper and, upon the request of Secured Party, promptly execute applicable Control Agreements and such other documents, and do such other acts or things deemed appropriate by Secured Party to deliver to Secured Party control with respect to such Collateral;

(xv) promptly notify Secured Party in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Documents of Title or Instruments and, upon the request of Secured Party, promptly execute such other documents, and do such other acts or things deemed appropriate by Secured Party to deliver to Secured Party possession of such Documents of Title which are negotiable and Instruments, and, with respect to nonnegotiable Documents of Title, to have such nonnegotiable Documents of Title issued in the name of Secured Party;

(xvi) with respect to Collateral in the possession of a third party, other than Certificated Securities and Goods covered by a Document of

Title, obtain an acknowledgment from the third party that it is holding the Collateral for benefit of Secured Party;

(xvii) promptly notify Secured Party in writing upon incurring or otherwise obtaining a Commercial Tort Claim after the date hereof against any third party, and, upon the request of Secured Party, promptly enter into an amendment to this Agreement, and do such other acts or things deemed appropriate by Secured Party to give Secured Party a security interest in such Commercial Tort Claim;

(xviii) take other action reasonably requested by Secured Party to insure the attachment, perfection and, priority of, and the ability of Secured Party to enforce, the security interests in any and all of the Collateral including, without limitation:

(A) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the UCC, to the extent, if any, that such Debtor's signature thereon is required therefor;

(B) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of Secured Party to enforce, the security interests in such Collateral;

(C) obtaining governmental and other third party consents and approvals, including without limitation any consent of any licensor, lessor or other Person obligated on Collateral;

(D) obtaining waivers from mortgagees and landlords in form and substance satisfactory to Secured Party; and

(E) taking all actions required by the UCC in effect from time to time or by other law, as applicable in any relevant UCC jurisdiction, or by other law as applicable in any foreign jurisdiction;

(xxii) not change its state of formation or organization or Type of Organization without providing Secured Party with at least thirty (30) days' prior written notice; and

(xxiii) not change its legal name without providing Secured Party with at least thirty (30) days' prior written notice.

(c) Any reasonable expenses incurred in protecting, preserving or maintaining any Collateral shall be borne by Debtors. Except as otherwise expressly set forth in *Section 2*, whenever a Default shall be existing, Secured

Party shall have the right to bring suit to enforce any or all of the Intellectual Property or licenses thereunder, in which event each Debtor shall at the request of Secured Party do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement and each such Debtor shall promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses incurred by Secured Party in the exercise of its rights under this *Section 5*. Notwithstanding the foregoing, Secured Party shall have no obligation or liability regarding the Collateral or any part thereof by reason of, or arising out of, this Agreement.

6. Default; Rights and Remedies of Secured Party upon a Default. If an Event of Default shall have occurred and be continuing, Secured Party shall have the following rights and remedies subject to the terms of the Senior Intercreditor Agreement and Junior Intercreditor Agreement:

(a) Secured Party may exercise any or all of the remedies available to it under this Agreement, the other Loan Documents, at law, in equity or otherwise;

(b) Secured Party may request that Debtors direct that all Receivables be paid directly to a lock box account established with, or for the benefit of, Secured Party;

(c) Debtors shall hold in trust (and not commingle with its other assets) for Secured Party all Collateral that is Chattel Paper, Instruments or Documents of Title at any time received by it and promptly deliver same to Secured Party, unless Secured Party at its option gives Debtors written permission to retain such Collateral; at Secured Party's request, each contract, Chattel Paper, Instrument or Document of Title so retained shall be marked to state that it is assigned to Secured Party and each instrument shall be endorsed to the order of Secured Party (but failure to so mark or endorse shall not impair the Security Interest);

(d) Each Debtor irrevocably appoints Secured Party its true and lawful attorney with full power of substitution, in the name of such Debtor, for the sole use and benefit of Secured Party, but at such Debtor's expense, to the extent permitted by law, to file claims under any insurance policies of such Debtor, to receive, receipt and give acquittance for any payments that may be payable thereunder, and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under any such insurance policies;

(e) Each Debtor irrevocably appoints Secured Party its true and lawful attorney with full power of substitution, in the name of such Debtor, for the sole use and benefit of Secured Party, but at such Debtor's expense, to the extent permitted by law, to exercise, all or any of the following powers with respect to all or any of such Debtor's Collateral (to the extent necessary to pay the Obligations in full):

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof;

(ii) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(iii) to take control of, sell, lease, license or otherwise dispose of the same or the Proceeds thereof, as fully and effectually as if Secured Party were the absolute owner thereof;

(iv) to extend the time of payment of any or all thereof and to make any allowance or other adjustment with reference thereto;

(v) to endorse such Debtor's name on any notes, acceptances, checks, drafts, money orders or other evidences of payment on Collateral that may come into Secured Party's possession;

(vi) to sign such Debtor's name on any invoice or bill of lading relating thereto, on any drafts against Obligors or other Persons making payment with respect thereto, on assignments and verifications of accounts or other Collateral and on notices to Obligors making payment with respect thereto;

(vii) to send requests for verification of obligations to any Obligor; and

(viii) to do all other acts and things reasonably necessary to carry out the intent of this Agreement;

*provided, however,* that, except in the case of Collateral that is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will give Debtors at least ten (10) days' prior written notice of the time and place of any public sale thereof or the time after which any private sale or other intended disposition thereof will be made. If, following the occurrence of a Default, any Obligor or Account Debtor fails to make payment on any Collateral when due, Secured Party is authorized, in its sole discretion, either in its own name or in any Debtor's name, to take such action as Secured Party reasonably shall deem appropriate for the collection of any amounts owed with respect to Collateral or upon which a delinquency exists. Regardless of any other provision of this Agreement, however, Secured Party shall not be liable for its failure to collect, or for its failure to exercise diligence in the collection of, any amounts owed with respect to Collateral, nor shall it be under any duty to anyone except Debtors to account for funds that it shall actually receive under this Agreement. A receipt given by Secured Party to any Obligor or Account Debtor shall be a full and complete release, discharge, and acquittance to such Obligor or Account Debtor, to the extent of any amount so paid to Secured Party. Secured Party may apply or set off amounts paid and the deposits against any liability of any Debtor to Secured Party.

(f) Secured Party's sale of less than all the Collateral shall not exhaust Secured Party's rights under this Agreement and Secured Party is specifically empowered to make successive sales until all the Collateral is sold. If the proceeds of a sale of less

than all the Collateral shall be less than the Obligations, this Agreement and the Security Interest shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made. In the event any sale under this Agreement is not completed or is, in Secured Party's opinion, defective, such sale shall not exhaust Secured Party's rights under this Agreement and Secured Party shall have the right to cause a subsequent sale or sales to be made. Any and all statements of fact or other recitals made in any bill of sale or assignment or other instrument evidencing any foreclosure sale under this Agreement as to nonpayment of the Obligations, or as to the occurrence of any Default, or as to Secured Party's having declared all of such Obligations to be due and payable, or as to notice of time, place and terms of sale and the properties to be sold having been duly given, or as to any other act or thing having been duly done by Secured Party, shall be taken as *prima facie* evidence of the truth of the facts so stated and recited. Secured Party may appoint or delegate any one or more Persons as agent to perform any act or acts necessary or incident to any sale held by Secured Party, including the sending of notices and the conduct of sale, but such acts must be done in the name and on behalf of Secured Party. In connection with the sale of Collateral that constitutes Securities, Secured Party is authorized, but not obligated, to limit prospective purchasers of Collateral to the extent deemed necessary or desirable by Secured Party to render such sale exempt from registration requirements of the Securities Act of 1933, as amended, and any applicable state securities laws, and no sale so made in good faith by Secured Party shall be deemed to not be "commercially reasonable" because so made.

(g) In addition to any and all other rights afforded to Secured Party in this *Section 6*, Secured Party may exercise all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) with respect to any Collateral and, if cash shall be insufficient to pay all the Obligations in full, sell, lease, license or otherwise dispose of the Collateral or any part thereof in accordance with the provisions of the UCC. Notice of any such sale or other disposition shall be given to Debtors as required under this *Section 6*.

7. Application of Proceeds.

If a Default shall have occurred and be continuing, Secured Party may apply the proceeds of any sale or other disposition of all or any part of the Collateral, in the following order of priorities:

(i) *first*, to pay the expenses of such sale or other disposition, including reasonable compensation to Secured Party and counsel for Secured Party, and all expenses, liabilities and advances incurred or made by Secured Party in connection with this Agreement, and any other amounts then due and payable in connection with this Agreement;

(ii) *second*, to pay all interest (including post-petition interest) and other fees payable under the Purchase Agreement, until payment in full of all such interest and fees shall have been made;



(iii) *third*, to pay the unpaid principal of the Term Notes, until payment in full of the principal of all Term Notes shall have been made (or so provided for);

(iv) *fourth*, to pay all other Obligations, until payment in full of all such other Obligations shall have been made (or so provided for); and

(v) *finally*, to pay to Debtor, or as a court of competent jurisdiction may direct, any surplus then remaining from the proceeds of the Collateral owned by it.

Secured Party may make such distributions hereunder in cash or in kind or, on a ratable basis, in any combination thereof.

(b) All distributions made by Secured Party pursuant to this section shall be final (except in the event of manifest error).

8. Existence of Default. Regarding the existence of any Default for purposes of this Agreement, each Debtor agrees that the Obligors or Account Debtors on any Collateral may rely upon written certification from Secured Party that such a Default exists and each Debtor expressly agrees that Secured Party shall not be liable to any Debtor for any claims, damages, costs, expenses or causes of action of any nature whatsoever in connection with, arising out of, or related to Secured Party's exercise of any rights, powers or remedies under this Agreement.

9. Limitation on Duty in Respect of Collateral.

(a) Beyond the exercise of reasonable care in the custody and preservation thereof, Secured Party will have no duty as to any Collateral in its possession or control or in the possession or control of any bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. Secured Party will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession or control if such Collateral is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Collateral, or for any diminution in the value thereof, by reason of any act or omission of any bailee selected by Secured Party in good faith or by reason of any act or omission by Secured Party pursuant to instructions from any Debtor.

(b) To the extent that applicable law imposes duties on Secured Party to exercise remedies in a commercially reasonable manner, each Debtor acknowledges and agrees that it is not commercially unreasonable for Secured Party (i) to fail to incur expenses reasonably deemed significant by Secured Party to prepare Collateral for disposition or otherwise to complete raw material or work-in-process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies

against Account Debtors or other Persons obligated on Collateral or to remove Liens or encumbrances on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing Internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capability of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, including, without limitation, any warranties of title, (xi) to purchase insurance of credit enhancements to insure Secured Party against risks of loss, collection or disposition of Collateral, or to provide to Secured Party a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist Secured Party in the collection or disposition of any of the Collateral. Each Debtor acknowledges that the purpose of this section is to provide non-exhaustive indications of what actions or omissions by Secured Party would not be commercially unreasonable in Secured Party's exercise of remedies against the Collateral and that other actions or omissions by Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this section. Without limitation upon the foregoing, nothing contained in this section shall be construed to grant any right to any Debtor or to impose any duties on Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this section.

(c) The Security Interest is given to secure the prompt, unconditional and complete payment and performance of the Obligations when due, and is given as security only. Secured Party does not assume, and shall not be liable for, any of any Debtor's liabilities, duties or obligations under, or in connection with, the Collateral. Secured Party's acceptance of this Agreement, or its taking any action in carrying out this Agreement, does not constitute Secured Party's approval of the Collateral or Secured Party's assumption of any obligation under or in connection with the Collateral. This Agreement does not affect or modify any Debtor's obligations with respect to the Collateral.

10. Fraudulent Conveyance. Notwithstanding anything contained in this Agreement to the contrary, each Debtor agrees that if, but for the application of this **Section 10**, the Obligations or any Security Interest would constitute a preferential transfer under 11 U.S.C. § 547, a fraudulent conveyance under 11 U.S.C. § 548 (or any successor section of that statute) or a fraudulent conveyance or transfer under any state fraudulent conveyance or fraudulent transfer law or similar Law in effect from time to time (each a "**Fraudulent Conveyance**"), then the Obligations and each affected Security Interest will be enforceable to the maximum extent possible without causing the Obligations or any Security Interest to be a Fraudulent Conveyance,

and shall be deemed to have been automatically amended to carry out the intent of this *Section 10*.

11. Intercreditor Agreements. Notwithstanding anything herein to the contrary, the Lien and security interest granted to Secured Party herein and the exercise of any right or remedy by Secured Party hereunder are subject to the provisions of the Senior Intercreditor Agreement and Junior Intercreditor Agreement. In the event of any conflict between the terms of the Senior Intercreditor Agreement or, as applicable, the Junior Intercreditor Agreement and this Agreement, the terms of the Senior Intercreditor Agreement or, as applicable, the Junior Intercreditor Agreement, shall govern and control. So long as the Senior Indebtedness remains outstanding, any requirements of this Agreement to deliver Collateral or transfer control of Collateral to Secured Party shall be deemed satisfied by delivery or transfer of control of such Collateral to Senior Lender.

12. General.

(a) Each Debtor agrees that it will cause each of its Subsidiaries that is created or acquired after the Closing Date, within five (5) days of such Subsidiary's creation or acquisition by such Debtor, to execute and deliver a Joinder Agreement, agreeing to become a Debtor under this Agreement, together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Upon execution of such Joinder Agreement by each such Subsidiary, such Subsidiary shall become a Debtor for all purposes of this Agreement.

(b) Unless otherwise provided, any consent, notice, or other communication under or in connection with this Agreement must be in writing to be effective and shall be deemed to have been given (a) if by telecopy, when transmitted to the appropriate telecopy number, (b) if by mail, on the third Business Day after it is enclosed in an envelope and properly addressed, stamped, sealed, certified return receipt requested, and deposited in the appropriate official postal service, or (c) if by electronic mail or any other means, when actually received or delivered (with respect to electronic mail, each party giving such notice shall be responsible for keeping records acceptable to Lender regarding all such notices). Each such notice or communication shall be addressed, as applicable, (x) to Secured Party at Secured Party's address set forth in the Purchase Agreement or, if applicable, at such other address as such Secured Party shall have specified in writing to Debtor as its address for notices hereunder or (y) to each Debtor either at such Debtor's address shown on *Schedule I* hereto or at such other address as such Debtor shall have specified in writing to Secured Party as its address for notices hereunder.

(c) Each Debtor agrees to pay all expenses, including reasonable attorney's fees and charges (including time charges of attorneys who are employees of Secured Party) paid or incurred by Secured Party in endeavoring to collect the Obligations of any Debtor, or any part thereof, and in enforcing this Agreement against any Debtor, and such obligations will themselves be Obligations.

(d) No delay on the part of Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy.

(e) This Agreement shall remain in full force and effect until all Obligations have been paid in full. If at any time all or any part of any payment theretofore applied by Secured Party to any of the Obligations is or must be rescinded or returned by Secured Party for any reason whatsoever (including the insolvency, bankruptcy or reorganization of any Debtor), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Secured Party, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Secured Party had not been made.

(f) This Agreement and the rights and obligations of the parties hereunder are performable in Dallas County, Texas, and shall be interpreted and construed in accordance with, under, and governed by, the laws of the State of Texas. The parties agree that any litigation directly or indirectly relating to the Credit Documents must be brought before and determined by a court of competent jurisdiction within Dallas County, Texas, and the parties hereby agree to waive any rights to object to, and hereby agree to submit to, the jurisdiction of such courts.

(g) THIS AGREEMENT, THE PURCHASE AGREEMENT AND THE OTHER CREDIT DOCUMENTS, CONSTITUTE THE ENTIRE UNDERSTANDINGS OF DEBTORS AND SECURED PARTY AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL AGREEMENTS AND ANY CONTEMPORANEOUS ORAL AGREEMENTS WITH RESPECT TO THE SUBJECT MATTER HEREOF.

(h) The rights and privileges of Secured Party hereunder shall inure to the benefit of its successors and assigns. Debtor acknowledges that, pursuant to the Purchase Agreement, the Secured Party has delegated to Administrative Agent the right and duty to act on behalf of Secured Party hereunder. No Debtor may assign or transfer its rights hereunder or any interest herein or delegate its duties hereunder without the prior written consent of Secured Party.

(i) This Agreement may be executed and delivered (including by facsimile or Portable Document Format (pdf) transmission) in any number of counterparts with the same effect as if all signatories had signed the same document. Facsimile and other electronic copies of manually-signed originals shall have the same effect as manually-signed originals and shall be binding on Debtors and Secured Party. All counterparts must be construed together to constitute one and the same instrument.

(j) At any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Secured Party a Joinder Agreement (as provided in *clause (a)* above) or a counterpart of this Agreement,

together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement.

[Signatures on following pages]

Executed as of the date first written above.

MACTON CORPORATION

By: Peter G. McGonagle  
Peter G. McGonagle, President

CONGRUENT CREDIT OPPORTUNITIES FUND III,  
L.P.

By: Its Investment Manager, Congruent Investment  
Partners, LLC

By: \_\_\_\_\_  
Matt Killebrew, Authorized Signatory

Executed as of the date first written above.

MACTON CORPORATION

By: \_\_\_\_\_  
Peter G. McGonagle, President

CONGRUENT CREDIT OPPORTUNITIES FUND III,  
L.P.  
By: Its Investment Manager, Congruent Investment  
Partners, LLC

By:  \_\_\_\_\_  
Matt Killebrew, Authorized Signatory

**SCHEDULE I**

**TO SECURITY AGREEMENT**

**CHIEF EXECUTIVE OFFICE AND OTHER ADDRESSES OF DEBTOR**

116 Willenbrock Road  
Oxford, Connecticut 06478

97B Willenbrock Road  
Oxford, Connecticut 06478



**SCHEDULE II**

**TO SECURITY AGREEMENT**

**STATE OF FORMATION OR ORGANIZATION**

**Information Required**

**Debtor**

Exact Legal Name:

Macton Corporation

State of Organization:

Connecticut

Type of Organization:

Corporation

Organizational I.D. Number:

Business ID 1161906

Federal Taxpayer I.D. Number:

47-2595303

Place of Business (or, if more than one,  
the Chief Executive Office)

116 Willenbrock Road  
Oxford, Connecticut 06478

**SCHEDULE III**

**TO SECURITY AGREEMENT**

**PRIOR LEGAL NAMES AND TYPES OF ORGANIZATION, ETC.**

The Macton Consolidation Corporation

**SCHEDULE IV**  
**TO SECURITY AGREEMENT**  
**INTELLECTUAL PROPERTY**

Patents: see attached

Trademarks (including domain names): see attached

Copyrights: see attached

**Trademarks**

Marks	Brief Description	Mark Type	Class	Serial Number	Filing Date	Registration Date	Registration Number
MACTON							App 73173232 Reg 1126337

**Patents - United States**

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number
Low Profile Drop Table			14/454318	8/7/14	Pending	
Independent drive motors for machinery positioning apparatus having independent lifting motors			14/267217	5/1/14	Pending	
Pit cover			14/330799	7/14/14	Pending	
Machinery positioning apparatus having independent drive columns			14/104890	12/12/13	Pending	
Tab welded turntable				6/3/15	3/29/16	9,295,324
Machinery foundation module			14/139163	12/23/13	2/23/16	9,267,258
On-site assembled foundation module			14/085489	11/20/13	9/8/15	9,126,607
Tab welded turntable			13/804886	3/14/13	7/7/15	9,073,558
Machinery foundation module			13/826001	3/14/13	6/2/15	9,045,149
Split rail trolley system					3/19/13	8,397,643
Split rail trolley system					3/8/11	7,900,562

Patents - Canada

Patent	Brief Description	Patent Type	Application Number	Filing Date	Patent Issue Date	Patent Number
Machinery Foundation Module			2845098	3/7/14	8/23/16	2845098
Tab Welded Turntable			2845102	3/7/14	8/9/16	2845102
Pit Cover			2894378	6/16/15	Pending	
Machinery Positioning Apparatus Having Independent Drive			2872206	11/21/14	Pending	
Machinery Foundation Module			2873290	12/2/14	Pending	
On-Site Assembled Foundation Module			2871567	11/18/14	Pending	
Independent Drive Motors For Machinery Positioning Apparatus Having Independent Lifting Motors			2888436	4/16/15	Pending	
Low Profile Drop Table			2897863	7/15/15	Pending	
Split Rail Trolley System			2699348	10/9/08	1/21/14	2699348

Domain Names

No.	Domain	Registrant	Exp. Date
1	Macton.com	Macton Corporation	11/16/2016

Copyrights

Title	Reg No.	Reg. Date
Macton interactive training DVD, car hoist, turntable	VAu000704252	3/31/2006

**SCHEDULE V**  
**TO SECURITY AGREEMENT**  
**INSTRUMENTS, ETC.**

Instruments:	-	[None]
Investment Property:	-	[None]
Letter-of-Credit Rights:	-	[None]
Chattel Paper:	-	[None]
Documents of Title:	-	See Schedule VIII
Commercial Tort Claims:	-	[None]

**SCHEDULE VI**

**TO SECURITY AGREEMENT**

**COLLATERAL NOT LOCATED IN THE UNITED STATES**

None

Schedule VI

**TRADEMARK**  
**REEL: 005980 FRAME: 0959**

**SCHEDULE VII**  
**TO SECURITY AGREEMENT**  
**COLLATERAL LOCATED WITH THIRD PARTIES**

None



**SCHEDULE VIII**

**TO SECURITY AGREEMENT**

**COLLATERAL SUBJECT TO CERTIFICATE OF TITLE STATUTE**

**DESCRIPTION OF PROPERTY.** The Property subject to this Agreement is described as follows:

2002 Ford F350 Superduty (Red); Owned; Vin # 1FDWF37S92EA70650

2011 Ford Econoline E250 Van (White); Owned; Vin # 1FTNE2EW6BDA41387

**SCHEDULE IX**

**TO SECURITY AGREEMENT**

**LIST OF DEPOSIT ACCOUNTS AND OTHER BANK ACCOUNTS**

Rockland Trust Company

TD Bank, N.A.

Schedule IX