

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM512203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RJ Lee Group, Inc.		02/27/2019	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Cadence Bank, N.A.		
Street Address:	3399 Peachtree Road NE, Suite 1800		
Internal Address:	Attn: Portfolio Manager		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30326		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1539754	RJ LEE GROUP	
Registration Number:	2381680	WEBSEM	
Registration Number:	2954385	RJ LEE GROUP	
Registration Number:	3099756	ISEM	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	02/28/2019		
Total Attachments: 8			
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of February 27, 2019, is made by and between RJ Lee Group, Inc., a Pennsylvania corporation ("Debtor"), having a business location at the address set forth below next to its signature, and Cadence Bank, N.A. ("Cadence Bank"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and Cadence Bank are parties to a Loan and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement"), dated as of February 27, 2019, setting forth the terms on which Cadence Bank may now or hereafter extend credit to or for the account of Debtor.

B. As a condition to extending credit to or for the account of Debtor, Cadence Bank has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patent and Trademark Collateral" means all of Debtor's Patents and Trademarks and all products and proceeds thereof.

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business symbolized by the foregoing or connected therewith and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, assigns and pledges to Cadence Bank a continuing security interest (the "Security Interest") in the Patent and Trademark Collateral to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to Cadence Bank herein are granted in furtherance, and not in limitation of, the security interests granted to the Cadence Bank pursuant to the Loan Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Loan Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Cadence Bank with respect to the Patent and Trademark Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Loan Agreement, the terms of the Loan Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by Cadence Bank and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by Cadence Bank to exercise any right, remedy, or option under this Agreement, or delay by Cadence Bank in exercising the same, will operate as a waiver thereof. No waiver by Cadence Bank will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of Cadence Bank under this Agreement shall be cumulative. No exercise by Cadence Bank of one right or remedy shall be deemed an election, and no waiver by Cadence Bank shall be deemed a continuing waiver. All notices to be given to Debtor or Cadence Bank under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND CADENCE BANK HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND CADENCE BANK REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE


PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY.

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

RJ Lee Group, Inc.
350 Hochberg Road
Monroeville, PA 15146
Attention: _____

RJ LEE GROUP, INC.

By: 
Name: Richard J. Lee
Title: CEO

Cadence Bank, N.A.
3399 Peachtree Road NE, Suite 1800
Atlanta, GA 30326
Attention: Portfolio Manager

CADENCE BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

RJ Lee Group, Inc.
350 Hochberg Road
Monroeville, PA 15146
Attention: _____

RJ LEE GROUP, INC.

By: _____
Name: _____
Title: _____

Cadence Bank, N.A.
3399 Peachtree Road NE, Suite 1800
Atlanta, GA 30326
Attention: Portfolio Manager

CADENCE BANK, N.A.

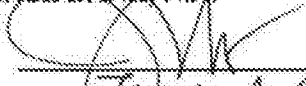
By: 
Name: Jessica A. Ernst
Title: Vice President

EXHIBIT A

UNITED STATES ISSUED PATENTS

Title	Owner	Patent Number/ Application Number	Issue Date
METHODS OF SEPARATION OF PYROLYSIS OILS	RJ Lee Group, Inc. (Monroeville)	9,920,262 PCT/US17/062456 (Pending – WIPO)	03/20/2018 11/20/2017
METHODS FOR QUANTITATIVE ANALYSIS OF ASBESTOS IN VERMICULITE-CONTAINING MATERIALS	RJ Lee Group, Inc. (Monroeville)	9,291,611	03/22/2018
METHOD OF SEPARATING ADMIXED CONTAMINANTS FROM SUPERALLOY METAL POWDER	RJ Lee Group, Inc. (Monroeville)	7,153,377	12/26/2006
METHOD OF SEPARATING SUPERALLOY METAL POWDER FROM ADMIXED CONTAMINANTS	RJ Lee Group, Inc. (Monroeville)	7,056,400	06/06/2006
THERMOPHORETIC SAMPLER	RJ Lee Group, Inc. (Monroeville)	9,618,439	04/11/2017
METHODS FOR DETECTING AND ANALYZING PILED-UP X-RAYS IN AN X-RAY SPECTROMETRY SYSTEM	R. J. Lee Group, Inc. (Monroeville, PA)	7,430,481	09/30/2008
CALIBRATION STANDARDS FOR ELECTRON MICROSCOPES AND ELECTRON COLUMNS	RJ Lee Group, Inc. (Monroeville)	8,138,470	03/20/2012
MASS SPECTROMETER METHOD AND APPARATUS FOR MONITORING FOR TATP	RJ Lee Group, Inc. (Monroeville)	15/904,471 (Pending -US) PCT/US19/018881 (Pending – WIPO)	02/26/2018 02/21/2019
METHODS AND APPARATUS FOR CLARIFICATION OF PYROLYSIS OILS	RJ Lee Group, Inc. (Monroeville)	15/717,264 (Pending) 16/041,010 (Pending – CIP)	09/27/2017 07/20/2018

		PCT/US18/052102 (Pending – WIPO)	09/21/2018
METHOD AND APPARATUS FOR STEAM SEPARATION OF PYROLYSIS OILS	RJ Lee Group, Inc. (Monroeville)	16/001,580 (Pending)	06/06/2018
A PORTABLE DRUG SENSOR	RJ Lee Group, Inc. (Monroeville)	62/743,207	10/09/2018

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND
COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Mark	Registration No.	Registration Date
RJ LEE GROUP	1539754	05/16/1989
WEBSEM	2381680	08/29/2000
RJ LEE GROUP	2954385	05/24/2005
ISEM	3099756	06/06/2006