

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PVPPII-FNSS ACQUISITION, INC.		04/29/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	KEYBANK NATIONAL ASSOCIATION		
Street Address:	4000 Town Center		
City:	SOUTHFIELD		
State/Country:	MICHIGAN		
Postal Code:	48075		
Entity Type:	National Banking Association: MICHIGAN		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3887233	EMB	
Registration Number:	3971120	EMB	
Registration Number:	2767400	GRAB	
Registration Number:	3762615	USR	
Registration Number:	3762502	USR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	7346231665		
Email:	nlevine@dickinsonwright.com		
Correspondent Name:	Colleen M. Shevnock, Dickinson Wright		
Address Line 1:	350 S. MAIN ST.		
Address Line 2:	SUITE 300		
Address Line 4:	ANN ARBOR, MICHIGAN 48104		
NAME OF SUBMITTER:	Colleen Shevnock		
SIGNATURE:	/Colleen M. Shevnock/		
DATE SIGNED:	05/06/2019		
Total Attachments: 15			

CH \$140.00 3887233

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") dated as of April 29, 2019, is made by PVPII – FNSS ACQUISITION, INC., a Delaware corporation (the "Debtor"), in favor of KEYBANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party").

WITNESSETH:

WHEREAS, Debtor as entered into a Loan Agreement dated as of November 30, 2018 (as may be amended, restated, supplemented, or modified from time to time, the "Loan Agreement"), with the Secured Party.

WHEREAS, under the terms of the Loan Agreement, the Debtor is required to grant to the Secured Party a security interest in and to the Collateral hereinafter described.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor (intending to be legally bound) hereby agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Security Interest in Intellectual Property. To secure the prompt and complete satisfaction, payment and performance when due or declared due of all of the indebtedness, liabilities and obligations owing by Debtor to Secured Party, including, without limitation, all of the "Obligations", as defined in the Loan Agreement (collectively, the "Obligations"), the Debtor hereby grants, assigns and transfers to the Secured Party a first priority perfected security interest and lien with power of sale in and to any and all of Debtor's right, title and interest in and to all of the following now owned and existing and hereafter arising, created or acquired property (collectively, the "Intellectual Property"):

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages, proceeds and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents"); and

(ii) trademarks, trademark registrations, trademark applications, trade names and tradestyles, brand names, service marks, service mark registrations and service mark

applications, including, without limitation, the trademarks, trade names, brand names, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) all renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names and tradestyles, brand names, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred to individually as a "Trademark" and, collectively, as the "Trademarks"); and

(iii) license agreements with respect to any of the Intellectual Property or any other patent, trademark, service mark or any application or registration thereof or any other trade name or tradestyle between the Debtor and any other party (other than non-exclusive license agreements with respect to commercially available off the shelf software), whether the Debtor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and the Debtor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of the Debtor's business connected with and symbolized by the Trademarks; and

(v) copyrights, copyright registrations and copyright applications, used in the United States, including, without limitation, the copyright registrations and copyright applications listed on Exhibit D attached hereto and made a part hereof, and (a) renewals or extensions thereof, (b) all income, royalties, proceeds, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, copyright registrations and copyright applications, together with the items described in clauses (a)-(d) of this subsection 2(v), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and

(vi) all trade secrets, formulas, processes, devices, know-how, or compilations of information (including technical information and non-technical information such as customer lists and marketing plans), collectively referred to as trade secrets, which are not available to others and which are maintained as confidential by the Debtor, and the right to prevent misappropriation and unauthorized disclosures thereof and all rights corresponding thereto throughout the world (all of the foregoing trade secrets and associated rights are sometimes hereinafter individually and/or collectively referred to as the "Trade Secrets").

3. Representations and Warranties. Debtor hereby represents and warrants to Secured Party, which representations and warranties shall survive the execution and delivery of this Security Agreement, that, to the best of Debtor's knowledge, as of the date hereof:

(i) None of the Intellectual Property has been adjudged invalid or unenforceable nor has any such Intellectual Property been cancelled, in whole or in part, and each such Intellectual Property is presently subsisting;

(ii) Each of the Intellectual Property material to the Debtor's business is valid and enforceable, and the Debtor has adopted reasonable precautions to protect its Trade Secrets from unauthorized or accidental disclosure;

(iii) Except for any Intellectual Property licensed or leased by the Debtor, Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property, free and clear of any liens, security interests, mortgages, charges and encumbrances, including, without limitation, licenses, consent-to-use agreements, shop rights and covenants by the Debtor not to sue third persons, except for any applicable Permitted Encumbrances;

(iv) Debtor has adopted, used and is currently using all of the Trademarks, which are material to any of its businesses and Debtor's use thereof does not infringe the intellectual property rights of any person or entity;

(v) Debtor does not have any notice or knowledge of any suits or actions commenced or threatened with reference to or in connection with any of the Intellectual Property;

(vi) The Debtor has the unqualified right to execute and deliver this Security Agreement and perform its terms, this Security Agreement has been executed and delivered by a duly authorized officer of the Debtor, and this Security Agreement is a legally valid and binding obligation of the Debtor, enforceable against the Debtor in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditor's rights and remedies generally;

(vii) No trademark opposition or cancellation proceedings have ever been filed with the United States Patent and Trademark Office against any of the Trademarks;

(viii) The Licenses, complete copies of which have been provided to Secured Party, are valid and binding agreements, enforceable in accordance with their terms (subject, as to the enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws from time to time in effect). Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses; and

(ix) None of the Intellectual Property infringes upon the rights or property of any other person or entity or is currently being challenged in any way, and there are no pending or, to the knowledge of the Debtor, threatened claims, litigation, proceedings or other investigations regarding any of the Intellectual Property.

4. Restrictions on Future Agreements. The Debtor agrees that until all Obligations are satisfied and indefeasibly paid in full, Debtor may not, without the prior written consent of Secured Party, sell, transfer, mortgage, convey, dispose, encumber or assign any or all of, or grant any license or sublicense under, the Intellectual Property, or enter into any other agreement

with respect to the Intellectual Property (except for such action in the ordinary course of a Debtor's business), and the Debtor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including, without limitation, licensees or sublicensees, or fail to take any action, which would adversely affect the validity or enforcement of the rights provided or transferred to Secured Party under this Security Agreement.

5. New Intellectual Property. The Debtor hereby represents and warrants to Secured Party that, to the best of Debtor's knowledge, the Intellectual Property listed on Exhibits A, B, C, and D, respectively, constitute all of the Intellectual Property (except with respect to Trade Secrets and unregistered copyrights) now owned by the Debtor and material to the Debtor's business. If, before all Obligations are satisfied in full, the Debtor (i) becomes aware of any existing Intellectual Property of which the Debtor has not previously informed Secured Party, (ii) obtains rights to any new patentable inventions or other Intellectual Property, or (iii) becomes entitled to the benefit of any Intellectual Property which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and the Debtor must give to Secured Party prompt written notice thereof (except with respect to Trade Secrets and unregistered copyrights). The Debtor hereby authorizes Secured Party to modify this Security Agreement by amending Exhibits A, B, C, and D, as applicable, to include any such Intellectual Property, and to file or refile this Security Agreement with the U.S. Patent and Trademark Office and U.S. Copyright Office or Library of Congress (at Debtor's sole cost and expense). Upon Secured Party's reasonable request, Debtor agrees to execute and deliver any and all documents and instruments necessary or advisable to record or preserve Secured Party's interest in all Intellectual Property added to Exhibits A, B, C, and D pursuant to this Section.

6. Royalties; Terms; Rights Upon Default. The term of this Security Agreement shall extend until the earlier of (i) the expiration of all of the respective Intellectual Property subject to the grant of security interest hereunder, or (ii) the indefeasible payment in full of all Obligations. The Debtor agrees that upon the occurrence and during the continuance of a an Event of Default, the use by Secured Party of all Intellectual Property shall be worldwide and as extensive as the rights of the Debtor to use such Intellectual Property, and without any liability for royalties or other related charges from Secured Party to the Debtor. Upon the occurrence and during the continuance of any Event of Default, the Debtor hereby authorizes: (a) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all Patents to Secured Party as assignee of the Debtor's entire interest therein; (b) the Register of Copyrights, United States Copyright Office (or as appropriate, such equivalent agency in foreign countries), to issue any and all certificates of registration or renewal for all of the Copyrights to Secured Party as assignee of the Debtor's entire interest therein; and (c) the Commissioner of Patents and Trademarks, United States Patent and Trademark Office (or as appropriate, such equivalent agency in foreign countries) to issue any and all certificates of registration or renewal for all of the Trademarks to Secured Party as assignee of the Debtor's entire interest therein and in the goodwill of the Debtor's business connected therewith and symbolized thereby.

7. Effect on Loan Agreement. The Debtor acknowledges and agrees that this Security Agreement is intended to facilitate the exercise of rights and remedies under the Loan Agreement. Secured Party shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Loan Agreement, all rights and remedies allowed by

law, in equity, and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Michigan.

8. Secured Party's Right to Inspect: Trademark Quality Control. Secured Party shall have the right, at any time and from time to time during normal business hours and before payment in full of all Obligations, to inspect the Debtor's premises and to examine the Debtor's books, records and operations, including, without limitation, the Debtor's quality control processes. The Debtor agrees (i) to exercise commercially reasonable efforts to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Secured Party, upon Secured Party's reasonable request from time to time, with a certificate of an officer of the Debtor certifying, on behalf of the Debtor, the Debtor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, the Debtor agrees that Secured Party, or a conservator appointed by Secured Party, shall have the right to establish such additional product quality controls as Secured Party, or said conservator, in its sole but reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by the Debtor under the Trademarks. The foregoing notwithstanding, unless and until an Event of Default shall have occurred, Secured Party agrees to hold confidential and not disclose or use any non-public information regarding any Patent, Trademark or License unless such disclosure is required by applicable law or court order. This obligation shall survive the termination of this Agreement, the release of the security interest herein and such reassignment of the Intellectual Property, as applicable, unless such termination is due to a Default or an Event of Default.

9. Release of Security Agreement. Upon the payment and performance in full of the Obligations, this Security Agreement shall terminate, and Secured Party shall execute and deliver any document reasonably requested by Debtor, at Debtor's sole cost and expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Secured Party hereunder.

10. Expenses. All reasonable out of pocket costs and expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Debtor. All fees, costs and expenses, of whatever kind or nature, including reasonable and documented out of pocket attorneys' and paralegals' fees and legal expenses, incurred by Secured Party in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Intellectual Property, or in defending or prosecuting any actions or proceedings arising out of or related to the Intellectual Property, shall be borne by and paid by Debtor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the default rate (as set forth in the Notes).

11. Duties of The Debtor. The Debtor shall have the duty to the extent commercially reasonable and in the Debtor's good faith business judgment: (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter until all Obligations shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, (iii) to preserve and maintain all rights in the Intellectual Property (including, but not limited to, with respect to Trademarks, the

filing of affidavits of use and, incontestability, where applicable, under §§8 and 15 of the Lanham Act (15 U.S.C. § 1058, 1065) and renewals and, to the extent commercially reasonable, initiating opposition or cancellation proceedings or litigation against users of the same or confusingly similar marks who seriously threaten the validity or rights of the Debtor in its Trademarks), and (iv) to ensure that the Intellectual Property is and remains enforceable. Any and all costs and expenses incurred in connection with the Debtor's obligations under this Section 11 shall be borne by Debtor. Debtor may not knowingly and unreasonably abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Intellectual Property, without the prior written consent of Secured Party except for Intellectual Property that the Debtor determines, in the exercise of its good faith business judgment, is not or is no longer material to its business.

12. Secured Party's Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Intellectual Property, and, if Secured Party shall commence any such suit, Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents and instruments reasonably required by Secured Party in aid of such enforcement and Debtor must promptly, upon demand, reimburse and indemnify Secured Party for all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Secured Party in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between the Debtor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Security Agreement are severable, and if any clause or provision is held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability only affects such clause or provision, or part thereof, in such jurisdiction, and does not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

15. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Secured Party's rights and remedies with respect to the Intellectual Property, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. The Debtor hereby authorizes Secured Party upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its sole discretion, as the Debtor's true and lawful attorney-in-fact, with power to (i) endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for Secured Party in the use of the Intellectual Property, or (ii) take any other actions with respect to the Intellectual Property as Secured Party deems to be in the best interest of Secured Party, or (iii) grant or issue any

exclusive or non-exclusive license under the Intellectual Property to any person or entity, or (iv) assign, pledge, sell, convey or otherwise transfer title in or dispose of any of the Intellectual Property to any person or entity. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney being coupled with an interest shall be irrevocable until all Obligations shall have been paid in full.

17. Indemnification. The Debtor hereby agrees to and shall defend, indemnify, save, and hold Secured Party and its officers, directors, employees, affiliates and agents harmless from and against: (a) all obligations, demands, claims, and liabilities claimed or asserted by any person or entity arising out of or relating to this Security Agreement or the transactions contemplated hereby, and (b) all costs, expenses, charges, penalties, damages, and losses (including, without limitation, reasonable and documented out of pocket attorneys' fees and out-of-pocket costs and expenses) in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following, or consequential to this Security Agreement or the transactions contemplated hereby, except for any demands, claims, liabilities and losses suffered or incurred by Secured Party because of its willful misconduct or gross negligence. The indemnification obligations of the Debtor provided hereby shall survive the termination of this Security Agreement and the Loan Agreement.

18. Binding Effect: Benefits. This Security Agreement shall be binding upon the Debtor and its respective successors and permitted assigns, and shall inure to the benefit of Secured Party, its successors, nominees and assigns; provided, however, Debtor may not assign this Security Agreement or any of the Debtor's obligations hereunder without the prior written consent of Secured Party.

19. Governing Law. This Security Agreement shall be governed by, enforced and construed in accordance with the internal laws of the State of Michigan, without regard to choice of law or conflict of law principles.

20. Headings; Counterparts. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede. This Security Agreement may be signed in one or more counterparts, but all of such counterparts shall constitute and be deemed to be one and the same instrument. A signature hereto sent or delivered by facsimile or other electronic transmission shall be as legally binding and enforceable as a signed original for all purposes.

21. Further Assurances. The Debtor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Secured Party shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein. The Debtor acknowledges that a copy of this Security Agreement will be filed by the Secured Party with the United States Patent and Trademark Office and, if applicable, the United States Copyright Office or Library of Congress, at the sole cost and expense of the Debtor.

22. Survival of Representations. All representations and warranties of the Debtor contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

23. Foreign Patents, Copyrights and Trademarks. Upon the request of Secured Party at any time or from time to time, and at the sole cost and expense (including, without limitation, reasonable attorneys' fees) of Debtor, Debtor must take all actions and execute and deliver any and all instruments, agreements, assignments, certificates and/or documents, reasonably required by Secured Party to collaterally assign any and all of the Debtor's foreign patent, copyright and trademark registrations and applications now owned or hereafter acquired to and in favor of Secured Party. Upon the execution and delivery of any such collateral assignments or documents, the terms "Patents", "Copyrights", and "Trademarks" as used herein shall automatically be deemed amended to include such foreign patent, copyright and trademark registrations and applications without any action required by any person or entity.

24. Venue: Jury Trial Waiver. (a) THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF MICHIGAN OR, AT THE SOLE OPTION OF SECURED PARTY, IN ANY OTHER COURT IN WHICH SECURED PARTY SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY.

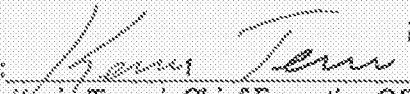
(b) TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS SEPARATELY BARGAINED FOR CONSIDERATION TO SECURED PARTY, THE DEBTOR HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY (WHICH SECURED PARTY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR OTHERWISE RELATING TO THIS SECURITY AGREEMENT. THE DEBTOR HEREBY EXPRESSLY ACKNOWLEDGES THE INCLUSION OF THIS JURY TRIAL WAIVER AND ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO CONSULT WITH INDEPENDENT LEGAL COUNSEL REGARDING ITS MEANING.

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IN WITNESS WHEREOF, Debtor has duly executed this Intellectual Property Security Agreement in favor of Secured Party, as of the date first written above.

DEBTOR:

PVPII-FNSS ACQUISITION, INC.

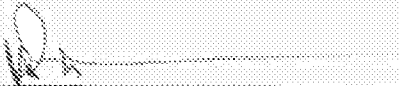
By: 
Kevin Terrasi, Chief Executive Officer

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006637 FRAME: 0724

Agreed and accepted as of
the date first written above

KEYBANK NATIONAL ASSOCIATION

By: 

Michael Dolson, Senior Vice President

SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

TRADEMARK
REEL: 006637 FRAME: 0725

EXHIBIT A

PATENTS

A. Issued Patents

ELG Ref	Status	Country	Title	PriorityDate	FilingDate	ApplicationNum	PatentNum	IssueDate
FNSS-P0001	Issued	United States	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	10/359,666	6843613	18-Jan-2009
FNSS-P0001-AU	Issued	Australia	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	2003225553	2003225553	10-Sep-2009
FNSS-P0001-CA	Issued	Canada	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	2475629	2475629	14-Dec-2010
FNSS-P0001-DI-IL	Issued	Israel	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	204960	204960	1-Oct-2011
FNSS-P0001-GB	Issued	United Kingdom	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	03737675-3	1481132	3-Oct-2012
FNSS-P0001-HK	Issued	Hong Kong	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	05110365-1	1078624	9-Apr-2010
FNSS-P0001-IL	Issued	Israel	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	163385	163385	1-Feb-2011
FNSS-P0001-MX	Issued	Mexico	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	PA/a/2004/007710	261501	17-Oct-2008
FNSS-P0001-OA	Issued	African IP Organization	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	1200400208	12769	6-Feb-2003
FNSS-P0001-SG	Issued	Singapore	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	200404612-4	185912	29-Feb-2008
FNSS-P0001-ZA	Issued	South Africa	ENERGY ABSORBING SYSTEM	7-Feb-2002	6-Feb-2003	2004/06779	2004/06779	28-Jun-2006
FNSS-P0002	Issued	United States	NET AND MAT	31-Mar-2004	31-Mar-2005	11/095,240	7195419	27-Mar-2007
FNSS-P0002-AU	Issued	Australia	NET AND MAT	31-Mar-2004	31-Mar-2005	2005230825	2005230825	2-Dec-2010
FNSS-P0002-CA	Issued	Canada	NET AND MAT	31-Mar-2004	31-Mar-2005	2561751	2561751	7-May-2013
FNSS-P0002-EP	Issued	NATIONALIZED IN: BE,DE,FR,GB	NET AND MAT	31-Mar-2004	31-Mar-2005	05730862-9	1733095	7-Jan-2015
FNSS-P0002-IL	Issued	Israel	NET AND MAT	31-Mar-2004	31-Mar-2005	178391	178391	31-Mar-2011
FNSS-P0002-MX	Issued	Mexico	NET AND MAT	31-Mar-2004	31-Mar-2005	PA/a/2006/011209	268729	28-Jul-2009
FNSS-P0002-NZ	Issued	New Zealand	NET AND MAT	31-Mar-2004	31-Mar-2005	550186	550186	9-Feb-2011
FNSS-P0002-OA	Issued	African IP Organization	NET AND MAT	31-Mar-2004	31-Mar-2005	1200600331	13489	28-Sep-2007
FNSS-P0002-SG	Issued	Singapore	NET AND MAT	31-Mar-2004	31-Mar-2005	200606785-4	125832	29-Feb-2008
FNSS-P0002-ZA	Issued	South Africa	NET AND MAT	31-Mar-2004	31-Mar-2005	2006/08074	2006/08074	27-Feb-2008
FNSS-P0003	Issued	United States	ENERGY ABSORBING SYSTEM WITH SUPPORT	2-Dec-2003	2-Dec-2003	10/726,839	7210873	1-May-2007
FNSS-P0003-AU	Issued	Austria	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	2004297170	2004297170	2-Sep-2010
FNSS-P0003-CA	Issued	Canada	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	2548154	2548154	25-Feb-2014
FNSS-P0003-DI-MX	Issued	Mexico	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	MX/a/2008/008145	280909	11-Nov-2010
FNSS-P0003-DI-NZ	Issued	New Zealand	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	586055	586055	7-May-2012
FNSS-P0003-EP	Issued	NATIONALIZED IN: CH,DE,FR,GB,NL	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	04812379-8	1706543	4-Jan-2012
FNSS-P0003-HK	Issued	Hong Kong	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	07108226-2	1104074	13-Aug-2010
FNSS-P0003-MX	Issued	Mexico	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	PA/a/2006/006222	260679	19-Sep-2008
FNSS-P0003-NZ	Issued	New Zealand	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	548214	548214	6-Nov-2010
FNSS-P0003-OA	Issued	African IP Organization	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	1200600178	13388	30-Mar-2007
FNSS-P0003-SG	Issued	Singapore	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	200603730-3	122705	31-Dec-2008
FNSS-P0003-ZA	Issued	South Africa	ENERGY ABSORBING SYSTEM WITH SUPPORT	29-Nov-2004	29-Nov-2004	2006/05338	2006/05338	25-Jun-2008
FNSS-P0004	Issued	United States	NET AND MAT	31-Mar-2004	9-Feb-2007	11/704,858	7377716	27-May-2008

EXHIBIT A

FNSS-P0005	Issued	United States	ENERGY ABSORBING SYSTEM WITH SUPPORT	2-Dec-2003	13-Mar-2007	11/717,814	7441983	28-Oct-2008
FNSS-P0006	Issued	United States	ENERGY ABSORBING BOLLARD SYSTEM	18-Apr-2005	18-Apr-2005	11/108,518	7484905	3-Feb-2009
FNSS-P0007	Issued	United States	RETRACTABLE ENERGY ABSORBING SYSTEM	17-Nov-2004	17-Nov-2004	10/991,030	7530759	12-May-2009
FNSS-P0008	Issued	United States	ENERGY ABSORBING SYSTEM	7-Feb-2002	10-Aug-2005	10/504,068	7785031	31-Aug-2010
FNSS-P0009	Issued	United States	ENERGY ABSORBING SYSTEM WITH SUPPORT	2-Dec-2003	30-Sep-2008	12/286,424	8002492	23-Aug-2011
FNSS-P0010	Issued	United States	ENERGY ABSORBING SYSTEM	7-Feb-2002	12-Jul-2010	12/834,329	8118516	21-Feb-2012
FNSS-P0011	Issued	United States	VEHICLE BARRIER WITH RELEASE MECHANISM	11-Feb-2009	11-Feb-2010	12/704,144	8240947	14-Aug-2012
FNSS-P0012	Issued	United States	WEDGE-SHAPED VEHICLE BARRIER WITH SLING	15-Aug-2011	15-Aug-2012	13/586,017	9028166	12-May-2015
FNSS-P0013-IL	Issued	Israel	ENHANCED VEHICLE BARRIER SYSTEM	14-May-2007	19-Sep-2007	197715	197715	1-Nov-2013

B. Patent Applications

None.

EXHIBIT B
TRADEMARKS

ELG Ref	Status	Country	Title	FilingDate	ApplicationNum	RegNum	RegDate
FNSS-T0001	Issued	United States	EMB	13-May-2009	77735644	3887233	7-Dec-2010
FNSS-T0002	Issued	United States	EMB (STYLIZED)	13-May-2009	77735644	3971120	31-May-2011
FNSS-T0003	Issued	United States	GRAB	12-Feb-2001	76208416	2767400	23-Sep-2003
FNSS-T0004	Issued	United States	USR (AND DEVICE)	24-Jun-2009	77766784	3762615	23-Mar-2010
FNSS-T0005	Issued	United States	USR	13-May-2009	77735641	3762502	23-Mar-2010

EXHIBIT B

TRADEMARK
REEL: 006637 FRAME: 0728

EXHIBIT C
LICENSE AGREEMENTS

None.

EXHIBIT C

TRADEMARK
REEL: 006637 FRAME: 0729

EXHIBIT D
COPYRIGHTS

ELG Ref	Status	Country	Title	Reg. Num	RegDate
FNSS-C0001	Issued	United States	EMB-VIDEO 1	PA 1-754-278	8-Jul-2011
FNSS-C0002	Issued	United States	GRAB-VIDEO 1	PA 1-754-268	8-Jul-2011
FNSS-C0003	Issued	United States	GRAB-VIDEO 2	PA 1-754-261	8-Jul-2011
FNSS-C0004	Issued	United States	GRAB-VIDEO 3	PA 1-754-253	8-Jul-2011
FNSS-C0005	Issued	United States	GRAB-VIDEO 4	PA 1-754-257	8-Jul-2011
FNSS-C0006	Issued	United States	WEDGE-VIDEO 1	PA 1-754-115	16-Aug-2011

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EXHIBIT D