

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597157

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inventel Products LLC		06/18/2019	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Franklin Capital Holdings LLC		
Street Address:	600 Central Avenue		
Internal Address:	Suite 212		
City:	Highland Park		
State/Country:	ILLINOIS		
Postal Code:	60035		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88947984	MYFIT	
Serial Number:	88740418	GLOW-MAGIC	
CORRESPONDENCE DATA			
Fax Number:	3125777007		
<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>			
Email:	trademark@fitcheven.com, jtnabo@fitcheven.com, kstrachan@fitcheven.com		
Correspondent Name:	Joseph T. Nabor		
Address Line 1:	120 S. LaSalle Street		
Address Line 2:	Suite 2100		
Address Line 4:	Chicago, ILLINOIS 60613		
NAME OF SUBMITTER:	Joseph T. Nabor		
SIGNATURE:	/Joseph T. Nabor/		
DATE SIGNED:	09/11/2020		
Total Attachments: 13			
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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (herein "Agreement") dated as of June 18, 2019 between INVENTEL PRODUCTS LLC, a New Jersey limited liability company ("Debtor"), having its chief executive office located at, 200 Forge Way, Suite 1, Rockaway, New Jersey 07866, and FRANKLIN CAPITAL HOLDINGS LLC, a Delaware limited liability company ("Secured Party"), having an office at 600 Central Avenue, Suite 212, Highland Park, Illinois 60035. This Agreement supersedes and replaces that Security Agreement dated February 12, 2015 between Debtor and Secured Party.

1.1 Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

"Collateral" shall collectively mean all property and interests in property now owned or hereafter acquired by the Debtor in or upon which a security interest or lien is granted or in which a collateral assignment is made under this Agreement or under the other Loan Documents, including, without limitation, all property and interests in property described in Section 1.1A hereof.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

1.1A Grant of Security Interest. To secure the prompt and complete payment, observance and performance of the Liabilities, Debtor does hereby pledge, assign, transfer and deliver to the Secured Party and does hereby grant to the Secured Party a continuing and unconditional security interest in and to all property and assets of

the Debtor, of any kind or description, tangible or intangible, whether now owned or existing or hereafter arising or acquired, and wheresoever located, including, but not limited to, the following:

[REDACTED]

[REDACTED]

[REDACTED]

General Intangibles: All rights, interests, choses in action, causes of action, claims and other intangible property of the Debtor of every kind and nature (other than such items constituting Accounts), including, without limit, [REDACTED]

[REDACTED]

[REDACTED] all patents, trademarks,

patent applications and trademark applications, and all other intellectual property not described herein.

[REDACTED]

[REDACTED]

[REDACTED]

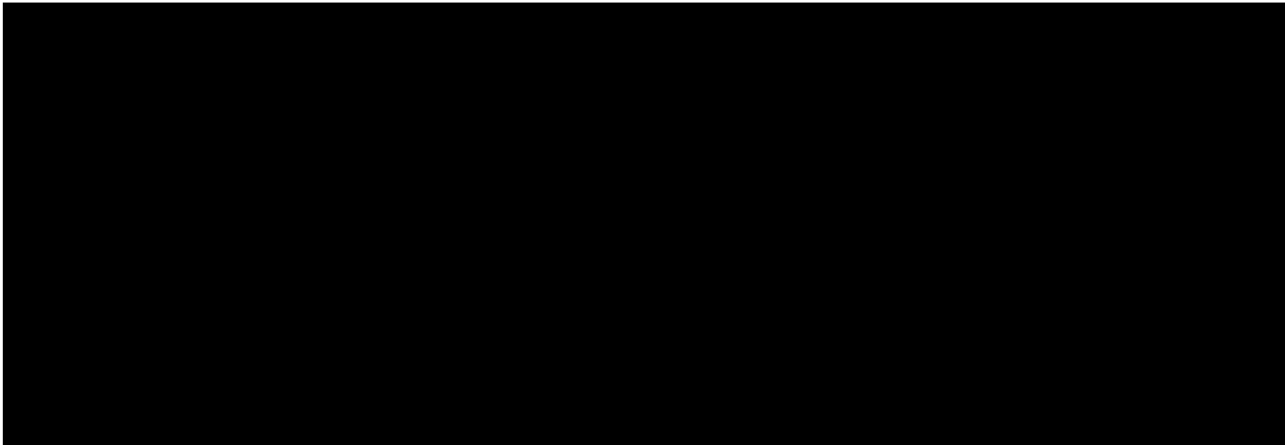
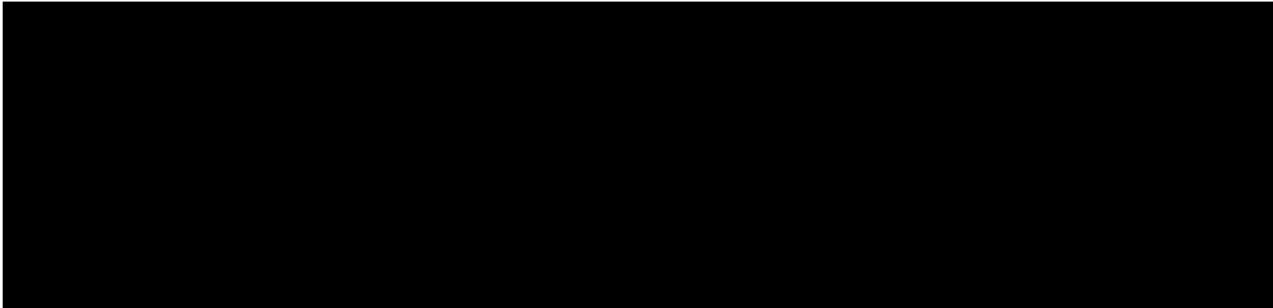
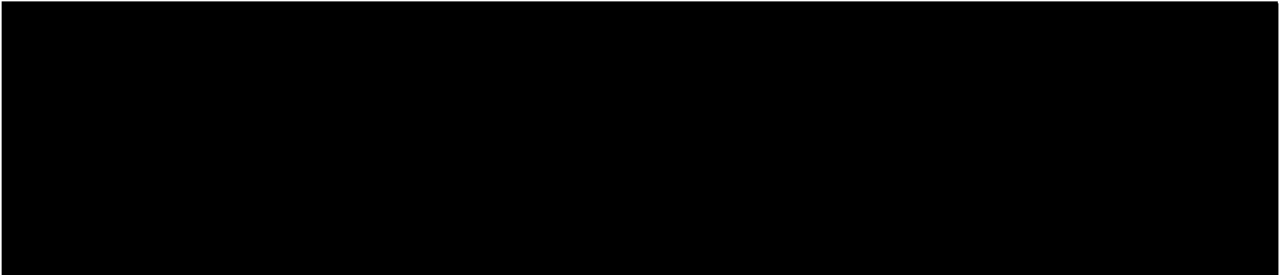
[REDACTED]

[REDACTED]

[REDACTED]

The pledge of, lien upon, and security interest granted and hereby created in the Collateral shall extend and attach to the entire Collateral which is presently in existence and which is owned by Debtor or in which Debtor

has an interest, and all Collateral which Debtor may purchase or in which Debtor may acquire an interest at any time and from time to time in the future, whether such Collateral is in transit or in Secured Party's constructive, actual or exclusive occupancy or possession or not, or held by Debtor or others for Debtor's or Secured Party's account and wherever the same may be located, including, but without limiting the generality of the foregoing, all Collateral which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, consignees, finishers, converters or other third parties who may have possession of the Collateral. Upon the sale, exchange, or other disposition of the Collateral, the security interest and lien created and provided for herein shall, without break in continuity and without further formality or act, continue in and attach to the instruments for the payment of money, Accounts, documents of title, shipping documents, chattel paper and all other cash and noncash proceeds of such sale, exchange or disposition, including Collateral returned or rejected by customers or repossessed by Debtor or Secured Party. As to any such sale, exchange or disposition, Secured Party shall have all the rights of an unpaid seller, including stoppage in transit, replevin and reclamation.



10. Default. The Notes and any and all other Liabilities shall, at the option of Secured Party and notwithstanding any maturity to the contrary, become immediately due and payable, without notice or demand, (i) upon the occurrence of Subsection 10(a) below, or (ii) upon the occurrence of a default under any other Subsection below, other than Subsection 10(a), and such default (if curable) shall not be cured within seven (7) business days after such occurrence (each of the foregoing defaults shall be called an "Event of Default"):

(a) Debtor shall fail to pay when due, any Liabilities, including, without limitation, any principal of or interest on any Note or any other amounts due under any Note, or any other sum payable by Debtor to the Secured Party hereunder or under any of the other Loan Documents; or

(b) Debtor shall default in the due observance or performance of any other term, covenant, condition, obligation or representation contained herein or in any other Loan Document; or

(c) Any statement, warranty, or representation made by Debtor in this Agreement or in any other agreement, document, instrument, request, report, schedule or certificate executed by Debtor or any Guarantor shall prove to have been incorrect, incomplete or misleading in any material respect on the date when made; or

(d) Filing of a petition in bankruptcy by or against Debtor or any Guarantor, or institution of any proceeding by Debtor or any Guarantor for reorganization, readjustment, or similar arrangement under any insolvency statute, filing of any proceeding by or against Debtor or any Guarantor for appointment of a receiver, trustee or liquidator of it or him, or all or any substantial part of its or his assets or properties, filing of a petition for dissolution or liquidation of Debtor or any Guarantor, or making by Debtor or any Guarantor of an assignment for the benefit of creditors, or filing or imposition of any tax lien against the Collateral or property of Debtor, or Debtor or any Guarantor admits in writing its or his inability to pay its or his debts as they become due, or Debtor ceases doing business as a going concern; or

(e) The Secured Party, in good faith, deems itself reasonably insecure for any reason due to any material adverse change in the business, assets or liabilities, financial condition, results of operations or business prospects of Debtor, or in the financial condition of any Guarantor; or

(f) There shall occur any uninsured damage to or loss, theft, or destruction of any of the Collateral securing the Liabilities exceeding \$10,000.00; or

(g) All or any portion of the Collateral is attached, seized, levied upon or subjected to a writ or distress warrant, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; or an application is made by Debtor or any other person or entity for the appointment of a receiver, trustee, or custodian for such Collateral; or

(h) A notice of lien, levy or assessment is filed of record with respect to all or any portion of Debtor's assets by the United States, or any department, agency or instrumentality thereof, or by any state, county, municipal or other governmental agency, including, without limitation, the Pension Benefit Guaranty Corporation, or any

taxes or debts owing to any of the foregoing becomes a lien or encumbrance upon all or any portion of Debtor's assets; or

(i) Creation by Debtor of a security interest in any Collateral now existing or hereafter acquired by Debtor in favor of any person other than the Secured Party and the Permitted Lienholders without the prior written consent of the Secured Party; or

(j) Debtor is enjoined, restrained, or in any way prevented by the order of any court or any administrative or regulatory agency from conducting all or any material part of its business affairs; or

(k) Any Guarantor shall die, or become incompetent or dissolve, or any Guarantor shall terminate, repudiate, revoke or disavow any of his or its obligations under his or its guaranty of any Loan or any of the other Liabilities or breach any of the terms of such guaranty; or

(l) Any judgment or order requiring the payment of money exceeding \$50,000.00 shall be rendered against Debtor and such judgment or order shall remain unsatisfied or undischarged and in effect for thirty (30) consecutive days without a stay of enforcement or execution, provided, however, this subparagraph shall not apply to any judgment for which Debtor is fully insured, and with respect to which the insurer has admitted liability in writing; or

(m) This Security Agreement shall at any time after its execution and delivery and for any reason cease (i) to create a valid and perfected first priority security interest in the Collateral (other than Permitted Liens on specific items of Collateral described in Exhibit A, if any); or (ii) to be in full force and effect or shall be declared null and void, or the validity or enforceability hereof shall be contested by Debtor or Debtor shall deny it has any further liability or obligation hereunder, or Debtor shall fail to perform any of its obligations hereunder; or

(n) The guaranty of the Loans of even date herewith executed by any Guarantor shall at any time after its execution and delivery and for any reason cease to be in full force and effect or shall be declared null and void, or the validity or enforceability thereof shall be contested by any Guarantor; or

(o) Any proceeding shall be commenced or filing made under applicable law by any member, manager, shareholder, officer or director of Debtor to dissolve or liquidate Debtor; any order, judgment or decree shall be entered against Debtor decreeing its involuntary dissolution or split up; or Debtor shall otherwise dissolve or cease to exist; or

(p) Any event shall occur which results in the acceleration of the maturity of any indebtedness of Debtor or any Guarantor to any other lender or creditor exceeding \$50,000.00; or

(q) Any order, judgment or decree shall be entered against Debtor decreeing its involuntary dissolution or split up; or Debtor shall otherwise dissolve or cease to exist; or

(r) If Secured Party receives a notice from any other secured party of a proposed disposition of the Collateral or any portion thereof or otherwise learns of such proposed disposition (whether or not such security interest is permitted by the terms of this Agreement); nothing in this subsection shall be construed to constitute consent by Secured Party to the creation of any security interest in the Collateral other than the Secured Party's security interest and the Permitted Liens; or

(s) Any sale, conveyance, assignment or other transfer, directly or indirectly, of any ownership interest of Debtor, which results in any change in the identity of the individuals or entities previously in control of Debtor or the grant of a security interest in any ownership interest of any Person, directly or indirectly controlling Debtor, which could result in a change in the identity of the individuals or entities previously in control of Debtor. For the purpose hereof, the terms "control" or "controlling" shall mean the possession of the power to direct, or cause the direction of, the management and policies of Debtor by contract or voting of securities; or

(t) Debtor or any holder of subordinated debt shall violate the terms of any debt subordination agreement executed by Debtor or such holder in favor of Secured Party; or

(u) If a default shall occur under any loan (other than the Loans), the Accounts Receivable Purchase Agreement, the Master Purchase Order Agreement or any other credit facility or financial accommodation heretofore, now or hereafter made or extended by Secured Party to Debtor, or any other security agreement, mortgage or any other security document securing any such other loan, credit facility or financial accommodation and such default shall not be cured within any applicable grace period specified therein; or

(v) If Guarantor shall fail to obtain a life insurance policy on the life of Guarantor in the amount of \$2,000,000.00 within 90 days hereafter, or if the Guarantor and the life insurer shall fail to execute a collateral assignment of such life insurance policy reflecting Secured Party as the first beneficiary, in form and substance acceptable to Secured Party within said 90-day period.

11. Remedies. (a) if any Event of Default shall have occurred and be continuing:

(i) The Secured Party may declare the Liabilities, including, without limitation, all principal of and interest accrued on the Notes (and all other amounts due thereon), and all other Liabilities, to be forthwith due and payable, whereupon the same shall become forthwith due and payable, notwithstanding the maturity date or dates expressed in any evidence thereof. Debtor waives presentment and protest of any instruments and notice thereof, notice of default and all other notices to which Debtor might otherwise be entitled except as specifically provided herein.

(ii) The Secured Party or its designee may notify the Account Debtors under any Accounts, General Intangibles and chattel paper, of the assignment of such Accounts, General Intangibles and chattel paper, to the Secured Party and direct such Account Debtors to make payment of all amounts due or to become due to Debtor thereunder directly to the Secured Party and, upon such notification and at the expense of the Debtor, Secured Party or its designee may enforce collection of any such Accounts, General Intangibles and chattel paper, and adjust, settle and compromise the amount or payment thereof, in the same manner and to the same extent as the Debtor might have done. After such notification all amounts and proceeds (including instruments) received in any manner by the Debtor in respect of the Accounts, General Intangibles and chattel paper, shall be segregated from other funds of the Debtor and shall be forthwith paid over to the Secured Party in the same form as received (with any necessary endorsement), and the Debtor shall not adjust, settle or compromise the amount of payment of any Account, General Intangibles or chattel paper, or release wholly or partly any Account Debtor or obligor thereof, or allow any credit or discount thereon. To facilitate the foregoing collection rights of the Secured Party, the Debtor hereby agrees to provide the Secured Party with such information and documentation which the Secured Party reasonably requests.

(iii) The Secured Party may exercise and pursue any and all rights and remedies available to it hereunder, and under the other Loan Documents and applicable law, including, but not limited to, all the rights and remedies of a secured party upon default under the UCC (whether or not the UCC applies to the affected Collateral), or any other applicable law. The Secured Party may without notice, demand or legal process of any kind, all of which Debtor waives to the extent permitted by applicable law, at any time or times, (x) peaceably enter into Debtor's premises and take physical possession of the Collateral and maintain such possession on Debtor's premises, at no cost to the Secured Party, or remove the Collateral, or any part thereof, to such other place(s) as the Secured Party may desire or (y) require Debtor to, and Debtor hereby agrees that it will at its expense and upon request of the Secured Party forthwith, assemble all or any part of the Collateral (and the records pertaining thereto) as directed by the Secured Party and make it available to the Secured Party at a place to be designated by the Secured Party which is reasonably convenient to the Secured Party and (z) without notice except as specified below, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, at any exchange, broker's board or at any of the Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Secured Party may deem reasonable (and Secured Party may, to the extent permitted by applicable law, purchase the Collateral at any such sale). The Debtor agrees that, to the extent notice of sale shall be required by law, ten (10) days notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of Collateral regardless of a notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(iv) Without limiting the rights of Secured Party under applicable law, Secured Party has a right of set-off, a lien against and a security interest in all property of Debtor now or at any time in Secured Party's or any affiliate of Secured Party's possession in any capacity whatsoever, including but not limited to any balance of any deposit, trust or agency account, or any other bank account, as security for all Liabilities. At any time and from time to time following the occurrence of an Event of Default, or event which, with the passage of time, the giving of notice or both would become an Event of Default, Secured Party may without notice or demand, set-off and apply or cause to be set-off or otherwise applied any and all deposits at any time held and other indebtedness at any time owing by Secured Party or any affiliate of Secured Party to or for the credit of the Debtor against the Liabilities.

(v) Secured Party shall have the right, but not the obligation, to continue to extend any Loan during the existence of an Event of Default without waiving such Event of Default or the default remedies of Secured Party and on such terms and conditions as Secured Party elects in its sole and absolute discretion. Without limitation to any of its default rights and remedies, Secured Party may elect to continue to make the advances under the Revolving Loan with such reduction in the percentage advance against Eligible Inventory as Secured Party determines to be in the interest of Secured Party.

(vi) In addition to all other rights, options and remedies granted or available to Secured Party under this Agreement or the other Loan Documents, or otherwise available at law or in equity, upon or at any time during the existence of an Event of Default or after the occurrence and during the continuance of any event which with the giving of notice or the passage of time, or both, would become an Event of Default, or upon the making of a demand by Secured Party for payment on the Notes, Secured Party may, in its sole and absolute discretion, (i) withhold or cease making advances under the Revolving Loan, or (ii) commence accruing interest on the Loans at a rate up to the respective default rate set forth in the Notes.

(vii) The Secured Party shall, within five (5) days after receipt and assuming final collection, apply all net cash proceeds received in respect of any sale of, collection from, or other realization upon all or any part of the Collateral (after deducting all costs, expenses and reasonable attorneys' fees incurred at any time in the collection of the Liabilities and in the protection and sale of the Collateral and after payment of any amounts payable to the Secured Party pursuant to Section 14), for the benefit of the Secured Party, against all or any part of the Liabilities in such order as Secured Party shall determine in its sole discretion. Any surplus of such cash or cash proceeds held by the Secured Party and remaining after payment in full of all the Liabilities shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. Debtor shall remain liable for any deficiency remaining after such application, and shall pay such deficiency forthwith. In addition to all other sums due the Secured Party, the Debtor shall pay the Secured Party all costs and expenses incurred by the Secured Party, including court costs and reasonable attorneys' fees, to obtain, liquidate and/or enforce payment of the Collateral or the Liabilities, including the Loans and all other Liabilities, or in the prosecution or defense of any action or proceeding either against the Secured Party or against the Debtor concerning any matter arising out of or connected with the Collateral, this Agreement, or the Liabilities.

(b) Debtor waives all claims, damages and demands against the Secured Party arising out of the repossession, retention or sale of any of the Collateral, or any part or parts thereof, except any such claims, damages and awards arising out of the gross negligence or willful misconduct of the Secured Party.

(c) All rights and remedies of the Secured Party with respect to the Liabilities or the Collateral, whether evidenced hereby or by any other instrument or papers, shall be cumulative and may be exercised singularly, alternatively, successively or concurrently at such time or times as the Secured Party deems expedient, and are not exclusive of any rights and remedies provided by law or equity.

(d) To the extent that the Liabilities are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other Person, then Secured Party shall have the right in its sole discretion to determine which rights, security, liens, security interests or remedies Secured Party shall at any time pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of them or any of Secured Party's rights hereunder.

Debtor agrees to pay Secured Party interest on all costs and expenses (including legal fees and expenses) incurred by Secured Party in connection with this Agreement (including, without limitation, costs and expenses incurred by Secured Party in the collection of the Liabilities and/or any other obligation or indebtedness secured hereby, the protection and defense of the Collateral or Secured Party's security interest therein, the sale or other disposition of the Collateral, and all other costs and expenses, of every kind whatsoever, incurred by Secured Party as a result of any Event of Default hereunder) from the date such costs and expenses are paid by Secured Party to the date Debtor reimburses Secured Party therefor, calculated at the highest default rate set forth in the Notes.

12. **Exercise of Remedies; Standards for Exercising Remedies.** In connection with the exercise of its remedies pursuant to Section 11, the Secured Party may (i) exchange, enforce, waive or release any portion of the Collateral or Loan Documents in favor of the Secured Party or relating to any other security for the Liabilities; (ii) apply such Collateral or security and direct the order or manner of sale thereof as the Secured Party may, from time to time, determine; and (iii) settle, compromise, collect or otherwise liquidate any such Collateral or security in any manner following the occurrence of an Event of Default, without affecting or impairing the

Secured Party's right to take any other further action with respect to any Collateral or security or any part thereof.

To the extent that applicable law imposes duties on the Secured Party to exercise remedies in a commercially reasonable manner, Debtor acknowledges and agrees that it is not commercially unreasonable for the Secured Party (a) to fail to incur expenses reasonably deemed significant by the 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, (b) 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, (c) 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, (d) 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, (e) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (f) to contact other persons, whether or not in the same business as the Debtor, for expressions of interest in acquiring all or any portion of the Collateral, (g) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the collateral is of a specialized nature, (h) 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, (i) to dispose of assets in wholesale rather than retail markets, (j) to disclaim disposition warranties, (k) to purchase insurance or credit enhancements to insure the Secured Party against risks of loss, collection or disposition of Collateral or to provide to the Secured Party a guaranteed return from the collection or disposition of Collateral, or (l) to the extent deemed appropriate by the Secured Party, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Secured Party in the collection or disposition of any of the Collateral. Debtor acknowledges that the purpose of this paragraph is to provide non-exhaustive indications of what actions or omissions by the Secured Party would not be commercially unreasonable in the Secured Party's exercise of remedies against the Collateral and that other actions or omissions by the Secured Party shall not be deemed commercially unreasonable solely on account of not being indicated in this paragraph. Without limitation upon the foregoing, nothing contained in this paragraph shall be construed to grant any rights to Debtor or to impose any duties on the Secured Party that would not have been granted or imposed by this Agreement or by applicable law in the absence of this paragraph.



29. Power of Attorney.

29.1. Appointment and Powers of Secured Party. Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorneys-in-fact with full irrevocable power and authority in the place and stead of Debtor or in the Secured Party's own name, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives said attorneys the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following:

(a) upon the occurrence and during the continuance of an uncured Default or an uncured Event of Default, generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral in such manner as is consistent with the UCC (or other applicable uniform commercial code) and as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, and to do at the Debtor's expense, at any time, or from time to time, all acts and things which the Secured Party deems necessary to protect, preserve or realize upon the Collateral and the Secured Party's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Debtor might do, including, without limitation, (i) the filing and prosecuting of registration and transfer applications with the appropriate federal or local agencies or authorities with respect to trademarks, copyrights and patentable inventions and processes, (ii) upon written notice to the Debtor, the exercise of voting rights with respect to voting securities, which rights may be exercised, if the Secured Party so elects, with a view to causing the liquidation in a commercially reasonable manner of assets of the issuer of any such securities and (iii) the execution, delivery and recording, in connection with any sale or other disposition of any Collateral, of the endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral; and

(b) to the extent that the Debtor's authorization given in Section 1.6 hereof is not sufficient, to file such financing statements with respect hereto, with or without the Debtor's signature, or a photocopy of this Agreement in substitution for a financing statement, as the Secured Party may deem appropriate and to execute in the Debtor's name such financing statements and amendments thereto and continuation statements which may require the Debtor's signature.


29.2. Ratification by Debtor. To the extent permitted by law, Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

29.3. No Duty on Secured Party. The powers conferred on the Secured Party hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. The Secured Party shall be accountable only for the amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to the Debtor for any act or failure to act, except for the Secured Party's own gross negligence or willful misconduct.

IN WITNESS WHEREOF, the Debtor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

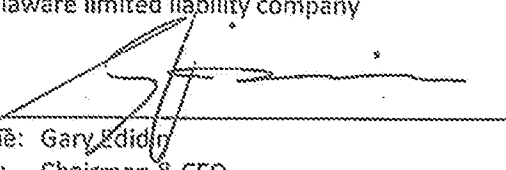
DEBTOR:

INVENTEL PRODUCTS LLC,
A New Jersey limited liability company

By: 
Name: Yasir Abdul
Title: Member

SECURED PARTY:

FRANKLIN CAPITAL HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: Gary Eddin
Title: Chairman & CEO