FORM PTO-1594
1-31-92

11-20-1998

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab Settings

100904594

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

MED 11-2-98

1. Name of conveying party(ies):

Integra, Inc.

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State
- ☐ Other:

Additional names of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: PNC Bank, National Association

Internal Address:

Street Address: 249 Fifth Avenue

City: Pittsburgh State: PA ZIP: 15222

- ☐ Individual(s) citizenship:
- ☐ Association:
- ☐ General Partnership:
- ☐ Limited Partnership:
- ☐ Corporation-State:
- ☒ Other: national association

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other:

Execution Date: October 1, 1998

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
74/425,634
75/465,644

B. Trademark registration No.(s)
1,572,591 1,886,414 1,608,549
1,293,519 1,892,429

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom concerning document should be mailed:

Name: Michael L. Dever

Internal Address: Buchanan Ingersoll, P.C.

Street Address: 301 Grant Street
20th Floor

City: Pittsburgh State: PA ZIP: 15219

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): $ 190.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

11/20/1998 00000071 74425634
01 FC:481 40.00 OP
02 FC:482 150.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael L. Dever — Name of Person Signing

Signature — Date: 10/28/98

Total number of pages comprising cover sheet: 9

OMB No. 0651-0011 (exp. 1994)

PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated October 1, 1998, is entered into among INTEGRA, INC., a Delaware corporation and each of the undersigned Restricted Subsidiaries of Integra (being collectively referred to herein as the "Assignors" and each as an "Assignor") and PNC BANK, NATIONAL ASSOCIATION (the "Assignee").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") dated October 1, 1998 by and between, inter alia, Assignors (as Borrowers), the Guarantors, and Assignee, the Assignee has agreed to provide certain loans to the Borrowers and the Assignors have agreed, among other things, to grant to the Assignee a security interest in, and upon the occurrence and during the continuance of an Event of Default (as that term is defined in the Credit Agreement), to conditionally assign to the Assignee certain patents, trademarks and copyrights.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings given to them in the Credit Agreement.

2. To secure the payment and performance of all indebtedness and other obligations of each of the Assignors now or hereafter existing under the Credit Agreement and the other Loan Documents, including, without limitation, principal, interest, fees, expenses, costs and expenses of enforcement, reasonable attorney's fees and expenses, and obligations under indemnification provisions in the Loan Documents (collectively, the "Secured Obligations"), each Assignor hereby grants to the Assignee, its successors and assigns, a security interest in, and subject to Section 7 hereof, assigns and conveys to Assignee all of its right, title and interest of such Assignor in and to all, patent applications, patents, trademark applications, and registrations and copyrights now owned by such Assignor in the United States, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the foregoing relate (collectively, the "Patents, Trademarks and Copyrights").

3. Each Assignor covenants and warrants that, except as set forth in Schedule B:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Assignor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except for Permitted Liens, such Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by each Assignor not to sue third persons;

(d) such Assignor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Assignor or, to the knowledge of such Assignor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products or services sold under the Patents, Trademarks and Copyrights; and

(g) such Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights.

4. Except as set forth in Section 6 hereof, each Assignor agrees that, until all of the Secured Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with such Assignor's obligations under this Agreement, without such Assignee's prior written consent which shall not be unreasonably withheld.

5. If, before the Secured Obligations shall have been satisfied in full, any Assignor shall own any new U.S. applications for any Patents, Trademarks or Copyrights such Assignor shall prosecute diligently such applications. The provisions of this Agreement shall automatically apply to any such registration or patents which preissued to such Assignor in connection with such applications, and such Assignor shall give to Assignee prompt notice thereof in writing. Assignors and Assignee agree to modify this Agreement by amending Schedule A to include any such future patents, trademark registrations, or copyrights and the provisions of this Agreement shall apply thereto. Any expenses incurred in connection with such an application shall be borne by such Assignor. No Assignor shall abandon any Patent, Trademark or Copyright without the consent of Assignee, which shall not be unreasonably withheld.

6. Unless there shall have occurred and be continuing an Event of Default each Assignor has the exclusive, nontransferable right and license under its Patents, Trademarks and Copyrights to make, have made for it, use and sell the services, inventions and products disclosed and claimed in the Patents, Trademarks and Copyrights. Unless there shall have occurred and be continuing an Event of Default, each Assignor shall have the right to grant any license under any of its Patents, Trademarks and Copyrights in the ordinary course of such Assignor's business. Each Assignor agrees not to assign or sell its interests in any of its Patents, Trademarks and Copyrights without the prior written consent of Assignee which shall not be unreasonably

withheld. Assignee reserves the right upon reasonable notice during normal business hours to inspect the operations and facilities of each Assignor from time to time for the purpose of ensuring that the use of such Assignor's Patents, Trademarks and Copyrights are consistent with Assignor's obligations under the Credit Agreement and hereunder.

7. If and during the period that the Secured Obligations are declared due and payable pursuant to Section 9.2.(a) of the Credit Agreement, Assignee shall have, in addition to all other rights and remedies given it by this Agreement, the Credit Agreement those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, Assignee may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to such Assignor, all of which are hereby expressly waived, and without advertisement, to transfer or assign, in good faith and without negligence of willful misconduct, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Secured Obligations as the Assignee, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Secured Obligations shall be paid over to such Assignor. Notice of any transfer or assignment or other disposition of the Patents, Trademarks and Copyrights shall be given to such Assignor at least ten (10) days before the time of any intended public or private transfer or assignment or other disposition of the Patents, Trademarks and Copyrights is to be made, which each Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such transfer or assignment or other disposition, Assignee may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of any Assignor, which right is hereby waived and released.

8. If any Event of Default shall have occurred and be continuing, each Assignor hereby authorizes and empowers Assignee to make, constitute and appoint any officer or agent of Assignee, as Assignee may select in its exclusive discretion, as such Assignor's true and lawful attorney-in-fact, with the power to endorse such Assignor's name on all applications, documents, papers and instruments necessary for Assignee to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Assignee to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof other than acts or omissions which are grossly negligent or constitute willful misconduct. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement.

9. At such time as Assignors shall have indefeasibly paid in full all of the Secured Obligations and the Revolving Credit Commitment shall have terminated, this Agreement shall terminate and Assignee shall execute and deliver to Assignors all deeds, assignments and other instruments as may be necessary or proper as reasonably requested by each Assignor to release

the security interest created hereby and to reassign to Assignors any and all rights granted to the Assignee in and to the Patents, Trademarks and Copyrights, pursuant to this Agreement.

10. Each Assignor shall have the duty to preserve and maintain all rights in the Patents, Trademark and Copyrights, including without limitation the payment of all maintenance fees, renewal fees or taxes.

11. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Assignee in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, 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, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights (in the event that Assignors fail to discharge their duty pursuant to Section 10 or otherwise), or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Assignors within fifteen (15) days of demand by Assignee, and if not paid within such time, shall be added to the principal amount of the Secured Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Each Assignor shall have the right, with the consent of Assignee, which shall not be unreasonably withheld, to bring suit, action or other proceeding in its own name, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Assignor shall promptly, upon demand, reimburse and indemnify Assignee for all damages, costs and expenses, including reasonable legal fees, incurred by Assignee as a result of such suit.

13. No course of dealing between any Assignor and Assignee, nor any failure to exercise nor any delay in exercising, on the part of Assignee, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall 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. All of Assignee's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

15. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

17. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers or agents thereunto duly authorized, as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION

By: Justin J. Falgione
Title: Assistant Vice President

INTEGRA, INC.

By: Mark Dab
Title: Chief Financial Officer

INTEGRA OF PENNSYLVANIA, INC.

By: Mark Dab
Title: Vice President

NORTH, CLAWSON & BOLT, LTD.

By: Mark Dab
Title: Vice President

THE CLIFTON GROUP, INC.

By: Mark Dab
Title: Vice President

INTEGRA IPA, INC.

By: Mark Dil
Title: Vice President

TWIN PONDS MANAGEMENT, INC.

By: Mark Dil
Title: Vice President

TWIN PONDS III, INC.

By: August J. Kittle
Title: Treasurer

ELLIPTIC RESOURCES, INC.

By: August J. Kittle
Title: Treasurer

ORBITAL INVESTMENTS, INC.

By: August J. Kittle
Title: Treasurer

PERIGEE PROPERTIES, INC.

By: August J. Kittle
Title: Treasurer

Address for Notices:

1060 First Avenue
Suite 410
King of Prussia, PA 19406

SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF REGISTERED PATENTS, TRADEMARKS
TRADENAMES AND COPYRIGHTS

APOGEE, INC.

1. U.S. Service Mark Registration Number 1,572,591 **EASE** Cl.42.

2. U.S. Service Mark Registration Number 1,293,519 **EASE (stylized)** Cl.42.

3. U.S. Service Mark Registration Number 1,608,549 **INTEGRA**. Cl.42.

4. U.S. Service Mark Application SN 74/425,634 **APOGEE** Cl. 42. A Notice of Opposition dated January 25, 1995 to said Application was filed with the United States Trademark and Patent Office on February 1, 1995 by Rose Marie Raccioppi d/b/a Apogee Learning Enhancement Training Systems. The matter is pending.

5. U.S. Service Mark Registration Number 1,886,414 **APOGEE** logo Cl.42.

6. U.S. Service Mark **COMPASS ONBOARD.** Application filed April 10, 1998. Status: Pending.

TWIN PONDS III, INC.

1. U.S. Service Mark Registration Number 1,892,429 **COMPASS**.

2. U.S. Patent Number 5,435,324. Title: Apparatus for Measuring Psychotherapy Outcomes.

SCHEDULE B
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

LIST OF LIENS, CHARGES AND ENCUMBRANCES
OTHER THAN PERMITTED LIENS

APOGEE, INC.

1. U.S. Service Mark Application SN 74/425,634 **APOGEE** Cl. 42. A Notice of Opposition dated January 25, 1995 to said Application was filed with the United States Trademark and Patent Office on February 1, 1995 by Rose Marie Raccioppi d/b/a Apogee Learning Enhancement Training Systems. The matter is pending.

2. U.S. Service Mark **COMPASS ONBOARD.** Application filed April 10, 1998. Status: Pending.

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