

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INCOMMAND, LLC		12/31/2008	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	SBT CORP.		
Street Address:	700 North Pennsylvania Boulevard		
City:	Wilkes-Barr		
State/Country:	PENNSYLVANIA		
Postal Code:	18705		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0992664	LITTLE KINGS	
CORRESPONDENCE DATA			
Fax Number:	(513)977-8141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	513-977-8200		
Email:	brian.tent@dinslaw.com		
Correspondent Name:	Brian A. Tent		
Address Line 1:	255 East Fifth Street		
Address Line 4:	Cincinnati, OHIO 45202		
ATTORNEY DOCKET NUMBER:	31162-1 "LITTLE KINGS"		
NAME OF SUBMITTER:	Brian A. Tent		
Signature:	/Brian A. Tent/		
Date:	07/31/2009		

OP \$40.00 0992664

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated December 31, 2008, is made by and between INCOMMAND, I.L.C, an Ohio limited liability company ("Debtor"), in favor of SBT CORP., a Pennsylvania corporation with an address of 700 North Pennsylvania Boulevard, Wilkes-Barre, Pennsylvania 18705 ("Secured Party").

BACKGROUND

A. Debtor executed and delivered its Promissory Note dated the date hereof in the principal amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (as amended from time-to-time, the "Note") payable to the order of Secured Party.

B. The Note was executed and delivered by Debtor pursuant to the terms and conditions of the Asset Purchase Agreement dated as of December 31, 2008 (the "Purchase Agreement") between Secured Party and Debtor, the closing of the transactions under which is being completed on the date hereof.

C. As required by the Purchase Agreement, Debtor is entering into this Agreement as security for its duties and obligations under the Note and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "U.S. PTO"), as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

1. Incorporation of Background; Defined Terms. The Background provisions of this Agreement (including, without limitation, the defined terms therein set forth) are incorporated herein by reference thereto as if fully set forth in this Section 1. Capitalized terms used in this Agreement which are not defined herein will have the respective meanings assigned to them in the Note or, if not defined in the Note, in the Purchase Agreement.
2. Grant of Security Interest. To secure Debtor's performance of all of the duties, obligations and liabilities of Debtor arising under the Note and this Agreement (the "Obligations"), Debtor hereby grants to Secured Party a first-priority lien on and security interest in and to all of Debtor's right, title and interest in and to the Trademark, which is more particularly identified on Schedule "A" attached hereto, and all other Rights sold to Debtor pursuant to the Purchase Agreement (collectively, the "Collateral") and the goodwill of the business symbolized by the Collateral.
3. Recordation. Debtor authorizes and requests that the Commissioner for Trademarks of the U.S. PTO and any other applicable government officer record this Agreement.
4. Trademark Assignment. Contemporaneously with the execution and delivery of this Agreement, Debtor will deliver, or caused to be delivered, to Secured Party an Assignment

of Registered Trademark in the form attached hereto as Annex "A" (the "Assignment"), executed by Debtor.

5. Rights and Remedies. Upon the occurrence of an Event of Default, (a) Secured Party shall have the right, upon giving five (5) days' prior written notice to Debtor, to cause the Assignment to be recorded with the U.S. PTO and to thereafter exercise all of the rights of Debtor with respect to the Collateral and (b) in addition to any other rights and remedies contained in this Agreement, all the rights and remedies of a secured party under the Uniform Commercial Code, all of which shall be cumulative to the extent permitted by law. Unless and until Secured Party shall have notified Debtor in writing that Secured Party will exercise its rights hereunder with respect to the Trademark following the occurrence, and during the continuance, of an Event of Default, Debtor shall have the sole and exclusive right to exercise and enforce, or seek to exercise and enforce, or avail itself of, all of the rights, powers, privileges, authorizations or benefits of the owner of the Trademark.

6. Other Liens. Debtor agrees that it shall not grant (without the prior written approval of Secured Party) a security interest in or permit any lien or other encumbrance exist with respect to any of the Collateral to anyone except Secured Party.

7. Protection of Trademark. Debtor shall take all actions reasonably necessary to maintain the registration of, and to otherwise protect and defend, the Trademark and shall institute such proceedings necessary to enforce its rights in the Trademark.

8. Termination of Agreement. Upon the satisfaction of all of the Obligations, (a) this Agreement, and all of Secured Party's rights hereunder, shall immediately and automatically terminate and be of no further force or effect and (b) Secured Party shall promptly return to Debtor the Assignment delivered to Secured Party pursuant to the terms hereof.

9. Notices. All notices, requests, instructions, documents, and other communications provided for herein or given hereunder shall be in writing, shall be given by certified or registered mail, postage prepaid, or by personal delivery via overnight courier service, and shall be deemed to be given when received, as shown on the registered or certified mail receipt, or when delivered, if such notice is sent via overnight courier service, and all such notices shall be addressed as follows:

If to Debtor: INCOMMAND, LLC, LLC
3400 Yankee Road
Middletown, OH 45044
Attention: Mr. Gregory S. Hardman

If to Secured Party: SBT Corp.
700 North Pennsylvania Blvd.
Wilkes-Barre, PA 18705
Attention: Mr. Ronald J. Hammond

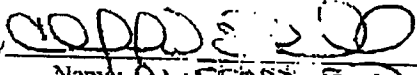
10. Governing Law. This Agreement will be governed by and construed under the laws of the Commonwealth of Pennsylvania without regard to its principles pertaining to conflict of laws.

11. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Any party to this Agreement may deliver an executed copy hereof by facsimile transmission or electronic transmission in portable document format (PDF) to another party hereto and any such delivery shall have the same force and effect as any other delivery of a manually signed copy of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first written above.

SBT CORP., a Pennsylvania corporation

By 
Name: CLIFFORD E. RISELL
Title: PRESIDENT
(Secured Party)

INCOMMAND, LLC, an Ohio limited liability company

By _____
Name: _____
Title: _____
(Debtor)

Schedule "A"

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"LITTLE KINGS"	0992664	9/3/1974

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C. As required by the Purchase Agreement, Debtor is entering into this Agreement as security for its duties and obligations under the Note and has agreed to execute this Agreement for recording with the United States Patent and Trademark Office (the "U.S. PTO"), as hereinafter set forth.

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor agrees as follows:

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2. Grant of Security Interest. To secure Debtor's performance of all of the duties, obligations and liabilities of Debtor arising under the Note and this Agreement (the "Obligations"), Debtor hereby grants to Secured Party a first-priority lien on and security interest in and to all of Debtor's right, title and interest in and to the Trademark, which is more particularly identified on Schedule "A" attached hereto, and all other Rights sold to Debtor pursuant to the Purchase Agreement (collectively, the "Collateral") and the goodwill of the business symbolized by the Collateral.

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Wilkes-Barre, PA 18705
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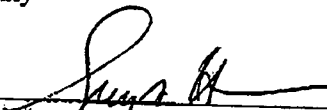
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SBT CORP., a Pennsylvania corporation

By _____
Name:
Title:
("Secured Party")

INCOMMAND, LLC, an Ohio limited liability company

By  _____
Name: *Gregory J. Anderson*
Title: *managing member*
("Debtor")

Schedule "A"

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
"LITTLE KINGS"	0992664	9/3/1974

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