

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM425423

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IL2T, LLC		03/29/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Joseph E Heffernan III		
Street Address:	903 Sheehy Drive		
Internal Address:	Suite D1		
City:	Horsham		
State/Country:	PENNSYLVANIA		
Postal Code:	19044		
Entity Type:	INDIVIDUAL: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	2812673	TECHTERM	
Registration Number:	3748131	2T	
Registration Number:	3558908	HYDRUS	
Registration Number:	3920995	HANDGEAR	
Registration Number:	3175434	JETT·XL	
Registration Number:	3823243	JETT.EYE	
Registration Number:	3175515	JETT.PACK	
Registration Number:	3123581	T 2	
Registration Number:	3120694	TWO TECHNOLOGIES, INC.	
Registration Number:	3300147	EYE.SEE	
Registration Number:	3300148	EYE.D	
Registration Number:	3829726	EYE.WARE	
Registration Number:	4199956	JETT.CONNECT	
Registration Number:	4754153	N4CER	
CORRESPONDENCE DATA			
Fax Number:	2152307796		
<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>			

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TRADEMARK

Phone: 215-230-7500
Email: lroth@ammlaw.com
Correspondent Name: Patricia C. Collins, Esq.
Address Line 1: 131 W. State Street
Address Line 4: Doylestown, PENNSYLVANIA 18901

NAME OF SUBMITTER: Patricia C. Collins, Esq.

SIGNATURE: /Patricia C. Collins, Esq./

DATE SIGNED: 04/28/2017

Total Attachments: 16

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Loan Sale Agreement

THIS LOAN SALE AGREEMENT (this "Agreement") is entered into as of March 29, 2017 (the "Effective Date") by and between, Joseph E. Heffernan, III ("Purchaser") and IL2T, LLC ("Seller").

BACKGROUND

A. Seller is the current owner and holder of the loan identified on Schedule 1 attached hereto, together with the judgment (the "Judgment") entered with respect to such loan by the Court of Common Pleas of Montgomery County, Pennsylvania (the "Court") on December 14, 2016 in those certain cases pending as Case No. 16-30076 (the "Lawsuit") and styled as *PNC Bank, National Association, Plaintiff vs. Two Technologies, Inc.*, along with the cash contained in the Lockbox (defined below) (the foregoing collectively, the "Loan").

B. Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all of Seller's right, title and interest in and to the Loan, the documents and instruments executed and delivered in connection with the Loan, and each loan policy of title insurance issued in connection therewith, as identified on Schedule 1 attached hereto (collectively the "Loan Documents") and the Judgment to the extent entered against Two Technologies, Inc.

TERMS

NOW, THEREFORE, in consideration of the foregoing premises and mutual agreements herein contained, Seller and Purchaser, intending to be legally bound hereby, agree as follows:

1. Sale and Purchase of Loan and Loan Documents. Seller agrees to sell, without recourse, representation, warranty or guaranty of any kind, other than as expressly provided in Section 6 of this Agreement, and Purchaser agrees to purchase, all right, title and interest of Seller, together with all payment and performance obligations of Seller, in and to the Loan and the Loan Documents, subject to and in accordance with the terms of this Agreement. PURCHASER ACKNOWLEDGES AND AGREES THAT THE ASSIGNMENT, SALE AND TRANSFER OF THE LOAN, THE LOAN DOCUMENTS AND THE JUDGMENT TO PURCHASER CONTEMPLATED BY THIS AGREEMENT: (1) ARE AS TO BORROWER ONLY, AND THAT NO SALE OR TRANSFER IS MADE AS TO DAVID YOUNG, JOAN YOUNG A/K/A JOAN RICKARDS OR UNITED PUBLIC SAFETY, INC., WHICH PARTIES WILL BE RELEASED FROM ALL OBLIGATIONS RELATED TO THE LOAN AND LOAN DOCUMENTS AT THE CLOSING (defined below) HEREOF; AND (2) ARE MADE WITHOUT RECOURSE OF ANY KIND TO SELLER, AND ARE MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER BY SELLER, OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6 OF THIS AGREEMENT.

2. Purchase Price. The purchase price for the Loan and the Loan Documents shall be One Million Six Hundred Thousand and 00/100 Dollars (\$1,600,000.00) (the "Purchase Price").

3. Post Closing Administration. From and after the consummation of the transactions contemplated by this Agreement (the "Closing"), subject to the terms of this Agreement, Purchaser shall have sole, unfettered discretion with regard to the administration and servicing of the Loan, and collection of the Judgment, and Seller shall have no obligation, liability or responsibility with regard to the administration or servicing of the Loan or collection of the Judgment. Promptly after the Closing, Seller and Purchaser shall provide written notice to the borrower under the Loan Documents, Two Technologies, Inc. (the "Borrower") that the Loan has been sold to Purchaser and that all payments and communications regarding the Loan should be sent to Purchaser at such address as Purchaser shall specify

in such notice.

4. Allocation of Payments. Except as set forth on Schedule II, all sums paid and received after Ira Lubert's purchase of the Loan on January 9, 2017 on account of the Loan and/or the Judgment, if any, are included in the Lockbox (hereinafter defined) and shall be the property of Purchaser together with all sums paid and received after the Closing.

5. Items Delivered at or after Closing.

5.1 Seller Items. At Closing, Seller shall deliver the following to Purchaser:

5.1.1 an assignment with respect to the Judgment, substantially in a form agreed to by the parties, duly executed by Seller;

5.1.2 an endorsement and allonge with respect to each promissory note included among the Loan Documents, in a form agreed to by the parties, duly executed by Seller;

5.1.3 an amount equal to no less than the entire balance in the Lockbox on the Closing, in immediately available funds by wire transfer, to an account designated by Purchaser;

5.1.3 a general assignment with respect to the Loan, which shall include authorization for Purchaser to file (on behalf of Seller) one or more UCC financing statement amendments pursuant to the applicable Uniform Commercial Code reflecting the assignment of all UCC financing statements included among the Loan Documents from Seller to Purchaser (the "Assignment"), in a form agreed to by the parties duly executed by Seller; and

5.1.4 the original of the promissory note included among the Loan Documents.

5.2 Purchaser Items. At Closing, Purchaser shall deliver the following to Seller:

5.2.1 an amount equal to the Purchase Price, in immediately available funds by wire transfer, to account designated by Seller;

5.2.2 an original of the Assignment, countersigned by Purchaser; and

5.2.3 an original Release and Covenant Not to Sue, executed by Borrower in favor of the Seller and Ira Lubert.

6. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

6.1 Organization. Seller is a limited liability company duly organized and existing under the laws of the Commonwealth of Pennsylvania.

6.2 Authority. Seller (a) has full power, authority and legal right to execute, deliver and perform this Agreement, (b) has taken all necessary actions to duly and validly authorize the execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement, and (c) has duly and properly executed and delivered this Agreement.

6.3 Enforceability. This Agreement and all assignments and other documents executed by Seller in connection with this transaction (the "Transfer Documents"), when duly

executed and delivered by Seller, will constitute valid and legally binding obligations of Seller and will be enforceable against Seller in accordance with their terms, except as enforcement might be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

6.4 Ownership of Loan. Seller is the legal and beneficial owner and holder of the Loan, the Loan Documents, and all rights arising therefrom and thereunder, free and clear, without limitation or restriction, of any and all liens, claims, encumbrances and adverse claims as to ownership.

6.5 Loan Documents. The Loan Documents identified on Schedule I attached hereto represent all operative loan documents evidencing and/or securing the Loan and there are no other liens or encumbrances in favor of Seller's predecessors, Ira Lubert ("**Lubert**") or, to Seller's knowledge, PNC Bank, National Association ("**PNC**").

6.6 Lockbox Payments. Schedule II is a true and correct statement of Seller's bank account (the "**Lockbox**") where certain of Borrower's funds were deposited pursuant to the Interim Cash Control Agreement, reflecting all payments made out of the Lockbox from its creation to Closing. Except as set forth on Schedule II, there have been no withdrawals, payments or other transactions with respect to Borrower's funds in the Lockbox after Lubert's acquisition of the Loan from PNC on January 9, 2017 in favor of Seller, Lubert, United Public Safety, David Young or Joan Young. All withdrawals and other disbursements from the Lockbox have been paid to Seller.

6.7 Noncontravention. Seller's performance of its duties and obligations under this Agreement will not conflict with, result in a breach of or default under, or be adversely affected by, any agreements, instruments, decrees, judgments, injunctions, orders, writs, laws, rules or regulations, or any determination or award of any arbitrator to which Seller is a party or by which it is bound.

6.8 Brokers. Seller has not dealt with any broker, agent, finder or other person or entity in connection with the transactions contemplated by this Agreement that would give rise to a claim for a brokerage commission, finder's fee or other form of compensation. Purchaser shall have no liability for the payment of any brokerage fees, commissions, finder's fees or other forms of compensation due and payable to any person or entity (including any broker, agent or finder or other person or entity employed or retained by, or on behalf of Seller) in connection with the transactions contemplated by this Agreement.

6.9 Survival. All representations and warranties of Seller contained in this Section shall survive the Closing for a period of six (6) months. Purchaser acknowledges and agrees that no claim may be asserted, nor any action commenced, for a breach of any of Seller's representations or warranties unless brought within six (6) months after the Effective Date.

Except as set forth herein, neither Seller, nor any parent, subsidiary, participant, co-lender, predecessor, or affiliate of Seller, nor any of their respective officers, directors, employees, agents, attorneys, predecessors, successors and assigns, (collectively, "Seller Representatives") makes any further representation or warranty with respect to the Loan, any Loan Document, or the transactions contemplated by this Agreement. Whenever used in this Section or elsewhere in this Agreement, the phrase "to Seller's knowledge" or words of similar import shall mean and shall be limited to the actual knowledge of Seller's Representatives.

7. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, and covenants to Seller, that:

7.1 Authority. Purchaser (a) is an adult individual, (b) is competent to execute, deliver and perform this Agreement, (c) is acting without legal disability and has taken all necessary action to duly and validly authorize the execution, delivery and performance of this Agreement and the transactions contemplated by this Agreement, and (d) has duly and properly executed and delivered this Agreement of his own free will.

7.2 Enforceability. This Agreement and the Transfer Documents, when duly executed and delivered by Purchaser, will constitute valid and legally binding obligations of Purchaser and will be enforceable against Purchaser in accordance with their terms, except as enforcement might be limited by bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

7.3 Noncontravention. Purchaser's performance of his duties and obligations under this Agreement will not conflict with, result in a breach of or default under, or be adversely affected by, any agreements, instruments, decrees, judgments, injunctions, orders, writs, laws, rules or regulations, or any determination or award of any arbitrator to which Purchaser is a party or by which he is bound.

7.4 Decision to Purchase. Purchaser has reviewed all documents, all collateral for the Loan, and all related information, and such other documents and information it has determined to be appropriate including, without limitation, all pleadings filed and orders and judgments entered in connection with the Lawsuit, or has had an adequate opportunity to do so, and has made its decision to buy the Loan, including the Judgment, and the Loan Documents based upon its own independent evaluation of the Loan, the Loan Documents, the files related thereto and financial information relating to the Borrower, and the collateral for the Loan including, without limitation any environmental assessment of the collateral for the Loan, independently obtained by Purchaser. Purchaser is a sophisticated investor and understands the nature and effect of the transactions referred to herein. Purchaser has made such independent investigations as it deems to be warranted into the nature, legality, genuineness, sufficiency, validity, enforceability, collectability, and value of the Loan, and the collateral for the Loan, has performed all studies and investigations that it deems appropriate with respect to any collateral for the Loan and has investigated all other facts he deems material to his purchase and is entering into this transaction solely on the basis of that investigation and Purchaser's own judgment. Any offering memorandum provided by Seller to Purchaser with respect to the Loan was provided solely for Purchaser's convenience in conducting its due diligence, and was provided by Seller to Purchaser without any recourse and without any representations or warranties as to any matter expressed in such offering memorandum, and neither the delivery of any such offering memorandum nor anything contained therein shall modify or affect the provisions of this Agreement.

7.5 Independent Representation. Purchaser has been represented by competent and independent legal counsel in connection with the negotiation, documentation, and consummation of the transactions contemplated by this Agreement, and all items, issues and concerns of Purchaser and his counsel in connection therewith have been or prior to the Closing will be raised by Purchaser or his counsel and have been or prior to the Closing will be fully resolved to the satisfaction of Purchaser and his counsel. Without limiting the generality of the foregoing, Purchaser represents and warrants to Seller that Purchaser's counsel has made Purchaser aware of (a) the substantive legal and equitable defenses and procedural defenses and delays which may be interposed by the Borrower under the Loan Documents against any attempt to enforce the Loan Documents and/or the Judgment, (b) the legal and practical difficulties of enforcing the Loan Documents and/or the Judgment, acquiring any collateral securing the Loan and ejecting occupants under the laws of the jurisdictions in which any real property securing the Loan is located, and (c) any applicable rights of redemption or similar rights in favor of

the Borrower under the Loan Documents.

7.6 Seller's Information. Seller has provided to Purchaser all reports, memoranda, Loan servicing files and records, and any other documents generated by Seller and in Seller's possession. Notwithstanding such deliveries, Purchaser has not relied and shall not rely upon any such deliveries, unless Seller has willfully failed to include, altered or deleted documents and information known to Seller. Purchaser has not relied and shall not rely upon any representation or warranty made, or information furnished by Seller, or any of its employees, agents, attorneys, representatives or independent contractors, other than as expressly provided in Section 6 of this Agreement. Purchaser acknowledges and agrees that Seller has not made, and is not making, any representation or warranty to Purchaser or any of its officers, directors, managers, employees or agents, express or implied, regarding, concerning or pertaining to: (i) the validity or enforceability of the Loan Documents and/or the Judgment; (ii) the collectability of the Loan; (iii) the financial condition of the Borrower; (iv) the existence or nature of any collateral securing the Loan; (v) the existence, validity, perfection or priority of any lien or security interest securing the Loan, whether created (or intended to be created) by the Loan Documents, the Judgment, or otherwise; (vi) the marketability, value, or status of title, ownership or possession of any collateral securing the Loan; (vii) the environmental condition of any collateral securing the Loan; (viii) compliance with any applicable rule, law or regulation of any governmental authority pertaining to the Borrower, the Loan, the Loan Documents, or any collateral securing the Loan including, without limitation, the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., the Real Estate Settlement and Procedures Act, 12 U.S.C. § 2601 et seq., the Fair Housing Act, 42 U.S.C. § 3601 et seq., the Fair Debt Collections Practices Act, 15 U.S.C. § 1692 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Gramm-Leach-Bliley Act, Pub.L. 106-102, 113 stat. 1338, enacted November 12, 1999, and/or Regulations AA, B and/or Z of the Board of Governors of the Federal Reserve System, (ix) the existence or basis for any claim, counterclaim, defense, or offset relating to the Loan or the Loan Documents; (x) the future performance of the Borrower; or (xi) any facts or matters relating or pertaining to any of the foregoing.

7.7 Loan Not a Security. The sale and purchase of the Loan contemplated by this Agreement does not constitute the sale of a "security" or "securities" within the meaning of any applicable securities laws or regulations. Without characterizing the Loan as a "security" within the meaning of applicable securities laws or regulations, Purchaser is not purchasing the Loan with a view toward the sale or distribution thereof in violation of applicable securities laws or regulations. Purchaser is an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended.

7.8 Investment Risk. Purchaser acknowledges, understands and agrees that the acquisition of assets such as the Loan involves a high degree of risk and is suitable only for persons or entities of substantial financial means who or which have no need for liquidity and who or which can hold the Loan indefinitely and bear the partial or entire loss of the value of the Loan.

7.9 Business and Financial Experience. Purchaser has knowledge and experience in financial and business matters which enables Purchaser to evaluate the merits and risks of the transactions contemplated by this Agreement.

7.10 No Recourse. The sale of the Loan, as contemplated by this Agreement, is given without recourse. In the event Purchaser is unable to collect any sum on account of the Loan from the Borrower or any collateral securing the Loan, Purchaser shall have no recourse against or right to indemnification or contribution from Seller therefor.

7.11 Brokers. Purchaser has not dealt with any broker, agent, finder or other person or entity in connection with the transactions contemplated by this Agreement that would give rise to a claim for a brokerage commission, finder's fee or other form of compensation. Seller shall

have no liability for the payment of any brokerage fees, commissions, finder's fees or other forms of compensation due and payable to any person or entity (including any broker, agent or finder or other person or entity employed or retained by, or on behalf of Purchaser) in connection with the transactions contemplated by this Agreement.

7.12 Anti-Money Laundering/International Trade Law Compliance. Purchaser represents and warrants to Seller that: (a) no Covered Entity (i) is a Sanctioned Person; (ii) has any of its assets in a Sanctioned Country or in the possession, custody or control of a Sanctioned Person; or (iii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the funds used to purchase the Loan are not derived from any unlawful activity; and (c) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, the laws of the United States, including but not limited to any Anti-Terrorism Laws. As used herein: "**Anti-Terrorism Laws**" means any laws relating to terrorism, trade sanctions programs and embargoes, import/export licensing, money laundering, or bribery, all as amended, supplemented or replaced from time to time; "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "Covered Entity" means Purchaser, its affiliates and subsidiaries, all owners of the foregoing, and all brokers or other agents of Purchaser acting in any capacity in connection with the transactions contemplated by this Agreement; "Sanctioned Country" means a country subject to a sanctions program maintained by any Compliance Authority; and "Sanctioned Person" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority. Purchaser has provided, and has caused each other Covered Entity to provide, to the extent requested by Seller, any and all certifications and information that Seller has requested to confirm compliance by Purchaser and each other Covered Entity with Anti-Terrorism Laws including, without limitation, (i) in the case of an individual purchaser, his or her name and home address; (ii) in the case of an entity purchaser that is not a publicly traded entity, the name, address and taxpayer identification number of such entity and of each other Covered Entity; and (iii) such information about Purchaser's source of funds as Seller may have requested to ensure compliance with Anti-Terrorism Laws. No sale of the Loan shall be consummated until Purchaser has provided all required information to Seller's sole satisfaction.

7.13 Default. Purchaser understands and acknowledges that there have been and may continue to be defaults and/or events of default under the Loan Documents including, without limitation, those set forth in the pleadings filed in connection with the Lawsuit and that the Judgment has been entered. Purchaser further understands and acknowledges that Purchaser and its counsel have reviewed the terms of the Judgment and all pleadings filed and orders entered by the Court in connection with the Lawsuit which Purchaser and its counsel deemed necessary, that Purchaser is familiar with such defaults and/or events of default, the terms of the Judgment, and such pleadings and orders, and that Purchaser desires to purchase the Loan, including the Judgment, notwithstanding the existence of such defaults and/or events of default and the entry of the Judgment.

7.14 No Agency of Borrower. Purchaser is not acting as an agent, broker or nominee on behalf of the Borrower, or for any other third party.

7.15 Survival. All representations and warranties of Purchaser contained in this

Section shall survive the Closing for a period of eighteen (18) months. Seller acknowledges and agrees that no claim may be asserted, nor any action commenced, for a breach of any of Purchaser's representations or warranties unless brought within eighteen (18) months after the Effective Date.

Except as set forth herein, neither Purchaser nor any affiliate or employees, agents, attorneys,, successors and assigns of Purchaser, makes any further representation or warranty with respect to the transactions contemplated by this Agreement.

8. Disclaimer of Warranties. Except as expressly set forth in Section 6 of this Agreement, neither Seller nor any of its officers, directors, employees, attorneys, representatives, or agents has made or hereby makes any representations or warranties to Purchaser or any of its officers, directors, managers, employees, attorneys, representatives, or agents, express or implied, in connection with the sale of the Loan and the Loan Documents, this Agreement, or the transactions described in this Agreement, with respect to the Borrower or with respect to any collateral securing the Loan including, without limitation, those regarding, concerning or pertaining to: (i) the validity or enforceability of the Loan Documents and/or the Judgment; (ii) the collectability of the Loan; (iii) the financial condition of the Borrower; (iv) the existence or nature of any collateral securing the Loan; (v) the existence, validity, perfection or priority of any lien or security interest securing the Loan, whether created (or intended to be created) by the Loan Documents, the Judgment, or otherwise; (vi) the marketability, status of title, ownership or possession, or value of any collateral securing the Loan ; (vii) the environmental condition of any collateral securing the Loan; (viii) compliance with any applicable rule, law or regulation of any governmental authority pertaining to the Borrower, the Loan, the Loan Documents, or any collateral securing the Loan including, without limitation, the Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., the Real Estate Settlement and Procedures Act, 12 U.S.C. § 2601 et seq., the Fair Housing Act, 42 U.S.C. § 3601 et seq., the Fair Debt Collections Practices Act, 15 U.S.C. § 1692 et seq., the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., the Gramm-LeachBliley Act, Pub.L. 106-102, 113 stat. 1338, enacted November 12, 1999, and/or Regulations AA, B and/or Z of the Board of Governors of the Federal Reserve System, (ix) the existence or basis for any claim, counterclaim, defense, or offset relating to the Loan or the Loan Documents; (x) the future performance of the Borrower; or (xi) any facts or matters relating or pertaining to any of the foregoing. WITHOUT LIMITING THE FOREGOING, THIS AGREEMENT AND THE ASSIGNMENT, SALE AND TRANSFER OF THE LOAN AND THE LOAN DOCUMENTS TO PURCHASER CONTEMPLATED BY THIS AGREEMENT ARE MADE WITHOUT RECOURSE OF ANY KIND TO SELLER, AND ARE MADE ON AN "AS IS", "WHERE IS" BASIS, "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER BY SELLER, OTHER THAN THE SPECIFIC REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6 OF THIS AGREEMENT.

9. Covenants of Purchaser.

9.1 Transfer Taxes, Fees and Costs. Purchaser shall pay on a timely basis all transfer, filing and recording fees, taxes, costs and expenses, and any applicable documentary taxes, required to be paid by either Seller or Purchaser in connection with the transactions contemplated by this Agreement. Seller shall be entitled to require the payment of any such fees, taxes, costs and expenses at or prior to the Closing and as a condition thereof. This Section shall not require Purchaser to pay any taxes, costs or expenses related to Seller's sale or income tax obligations occasioned by the sale of the Loan and the Loan Documents.

9.2 Informational Tax Reporting. From and after the Closing, Purchaser shall assume all obligations with respect to federal and state income tax informational reporting related to the Loan, including filing Forms 1099 and 1098 and back-up withholding with respect to the calendar year in which the Closing occurs and thereafter. Purchaser shall cooperate with Seller to the extent

necessary to allow Seller to fulfill its obligations with respect to such informational reporting for the Loan for the period prior to the Closing. Notwithstanding the foregoing, if Seller determines, in its sole discretion, that the sale and transfer of the Loan to Purchaser pursuant to this Agreement constitutes an "identifiable event" for purposes of Form 1099-C reporting requirements or a transfer to a related party for the purpose of avoiding the Form 1099-C requirements, Seller will file Form 1099-C with respect to the Loan after the Closing.

9.3 Compliance with Terms. From and after the Closing, Purchaser shall abide by and be bound by all of the terms and conditions of the Loan Documents otherwise applicable to Seller immediately prior to the Closing, except as otherwise may be agreed to in writing between Purchaser and the Borrower under the Loan Documents.

9.4 Retention and Access. After the Closing, after reasonable advanced written notice to Purchaser setting forth Seller's reasonable commercial needs, Seller shall have the right to use, inspect, and copy (at Seller's expense) the Loan Documents and the Due Diligence Items (collectively, the "**Loan Related Items**") at Purchaser's place of business during Purchaser's regular business hours. After Seller's written request, Purchaser agrees to provide to Seller the original of any Loan Related Item to the extent required by applicable law or statute or to enforce a right of Seller or defend a claim against Seller, and only to the extent that a copy is not adequate for such purpose. Purchaser shall give Seller at least thirty (30) days written notice prior to destroying, transferring, or otherwise disposing of any Loan Related Item acquired or delivered under this Agreement. In the event Purchaser transfers possession of any Loan Related Item, Purchaser shall impose the same document retention and document access requirements on its transferee as are imposed upon Purchaser under the terms of this Section to ensure that Seller has continuing access to all such Loan Related Items. Purchaser's obligations under this Section shall terminate on the second (2ⁿ^d) calendar year anniversary of the Effective Date or such longer period as may be required of Purchaser by applicable federal or state law. For purposes of this Agreement, the term "**Due Diligence Items**" shall mean, collectively, each item provided by Seller to Purchaser in connection with Purchaser's due diligence investigation of the Loan, the Loan Documents, the Borrower, and such other matters as it deemed advisable in connection therewith other than the Loan Documents.

9.5 Lawsuit. Purchaser acknowledges that Seller's predecessor-in-interest, PNC, commenced the Lawsuit and obtained the Judgment. Purchaser understands and acknowledges that there have been and may continue to be defaults and/or events of default under the Loan Documents (including, without limitation, those set forth in the pleadings filed in the Lawsuit). Purchaser acknowledges, represents and agrees that Purchaser and its counsel have reviewed or have had an opportunity to review all pleadings filed and orders entered in connection with the Lawsuit which Purchaser and its counsel, in their sole discretion, deemed necessary to review, and that Purchaser is familiar or has had an opportunity to become familiar with such defaults and/or events of default, pleadings and orders, and that Purchaser's consummation of the purchase contemplated hereby shall evidence Purchaser's desire to purchase the Loan notwithstanding the existence of such defaults and/or events of default. Furthermore, with respect to the Lawsuit, promptly after the Closing:

9.5.1 Purchaser will promptly retain counsel to represent it in the Lawsuit, and will file and serve such pleadings and notices in the Lawsuit as are necessary to result in the substitution of Purchaser for Seller as the true party in interest in the Lawsuit, and the substitution of Purchaser's counsel for Seller's counsel. If the Loan or the Borrower is the subject of a bankruptcy proceeding as of the Closing, Purchaser shall also give written notice to Borrower of the transfer of the Loan and shall file in the applicable bankruptcy case a notice of transfer of the Loan pursuant to Bankruptcy Rule 3001(e)(2).

9.5.2 Commencing on the Closing, neither Seller nor its counsel shall have any responsibility with respect to the Lawsuit of any nature or description including, without

limitation, to file or serve pleadings, responsive pleadings or documents, to respond to or file notices, to appear for hearings, conferences or depositions, or to otherwise act to preserve, enforce or protect any rights pertaining to the Loan Documents other than in response to a properly issued subpoena. Seller shall use its best efforts to forward to Purchaser copies of any communications that it may receive in the Lawsuit during the time period commencing after the Closing and ending on the date that Purchaser is substituted for Seller in the Lawsuit.

9.5.3 After the Closing, Purchaser shall not institute, prosecute or defend any legal action in the name of Seller, nor shall Purchaser misrepresent or conceal from any person the identity of Purchaser as the purchaser of the Loan, whether through misrepresentation or nondisclosure, or otherwise,

10. Indemnification.

10.1 Purchaser, together with his heirs, successors and assigns, shall indemnify, save and keep Seller, and any parent, subsidiary, participant, co-lender, predecessor, and affiliate of Seller, and their respective officers, directors, employees, agents, attorneys, predecessors, successors and assigns (each an "Indemnified Person") harmless against any and all liabilities, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' fees, sustained or incurred by any Indemnified Person as a result of, or arising out of, or by virtue of: (a) any matter, event, occurrence or thing with respect to, arising out of, or relating to the Loan, the Loan Documents, or the collateral securing the Loan after the Closing, (b) the inaccuracy or breach of any representation, warranty or covenant made or given by Purchaser in this Agreement; (c) the maintenance or administration of or any withdrawal from any escrow, reserve and/or cash management accounts under the Loan Documents after the Closing; and (d) any act or omission of Purchaser resulting in any claim, demand or assertion that Seller, subsequent to the Closing, engaged in or authorized any unlawful collection practices in connection with the Loan; it being acknowledged that each party shall promptly notify the other after receiving notice or knowledge of any such claim, demand or assertion. In addition, except expressly set forth in Section 6 of this Agreement, Purchaser releases and forever discharges Seller from any and all liability, damage, claim, loss or expense of any kind that Purchaser may now or hereafter have against Seller arising out of or relating to the transfer or maintenance of any and all escrows, reserves, restricted accounts, and excess collections under the Loan Documents.

10.2 Seller, together with its successors and assigns, shall indemnify, save and keep Purchaser, his heirs, successors and assigns (each an "Indemnified Person") harmless against any and all liabilities, claims, actions or causes of action, assessments, losses, fines, penalties, costs, damages and expenses, including reasonable attorneys' fees, sustained or incurred by any Indemnified Person as a result of, or arising out of, or by virtue of: (a) any matter, event, occurrence or thing with respect to, arising out of, or relating to Seller's or Ira Lubert's acquisition or management of the Loan, the Loan Documents, or the collateral securing the Loan prior to the Closing, (b) the inaccuracy or breach of any representation, warranty or covenant made or given by Seller in this Agreement; (c) the maintenance or administration of or any withdrawal from any escrow, reserve and/or cash management accounts under the Loan Documents by Seller or by Ira Lubert and any affiliate of Seller or its members, managers, employees or agents prior to the Closing; and (d) any act or omission of Seller resulting in any claim, demand or assertion that Purchaser, subsequent to the Closing, engaged in or authorized any unlawful collection practices in connection with the Loan; it being acknowledged that each party shall promptly notify the other after receiving notice or knowledge of any such claim, demand or assertion.

10.3 Each Indemnified Person may defend any such claim or cause of action brought or asserted against such Indemnified Person arising out of any of the foregoing at the expense of Purchaser or Seller as the indemnifying party (the "Indemnifying Party"), as the case may be, with counsel designated by such Indemnified Person and to the exclusion of the Indemnifying Party.

Alternatively, such Indemnified Person may call upon the Indemnifying Party to defend any such action at the Indemnifying Party's sole cost and expense. Such Indemnified Person may, in such Indemnified Person's sole and exclusive discretion, adjust, settle, or compromise any such claim or cause of action made upon or brought against such Indemnified Person, and the Indemnifying Party shall indemnify such Indemnified Person for any such amounts adjusted, settled or compromised, as well as all costs and expenses, including reasonable attorneys' fees incurred in connection therewith. Purchaser and Seller each acknowledge and agree that their respective obligations hereunder are unconditional and unlimited, shall survive the Closing, and shall continue in full force and effect at all times after the Closing unless specifically terminated in writing by a duly authorized officer of Seller or Purchaser, as applicable.

11. Excluded Information. Purchaser acknowledges that Seller has or may have, but will not be giving Purchaser access to or transferring to Purchaser, certain documents and information regarding the Loan, the Loan Documents, the Borrower, and the collateral securing the Loan including, without limitation, (a) any confidential communications between Seller or any predecessor holder of the Loan (or any agent or vendor of either) and its respective attorneys which are subject to the attorney-client privilege and any documents which are privileged as attorney-work product of such attorney; or (b) any other documents which were intended to be confidential and to which Borrower has not heretofore been afforded access; (collectively, the "Excluded Information"). Purchaser has decided to buy the Loan, including the Judgment, and the Loan Documents notwithstanding its lack of knowledge of the Excluded Information, and Purchaser acknowledges and agrees that Seller will have no liability to Purchaser for nondisclosure of any Excluded Information, as long as such Excluded Information does not affect the truth or accuracy of any representation or warranty made by Seller in Section 6 of this Agreement.

12. Purchaser's Waivers.

12.1 Purchaser, all successors or assignees thereof, and all subsequent transferees of the Loan hereby waive any right or cause of action they may now or in the future have against Seller and its affiliates, employees, agents, officers, directors, attorneys, representatives, successors and assigns as a result of the purchase of the Loan; *provided, however*, that this waiver shall not extend to any liability of Seller arising from Seller's breach of any representation, warranty or covenant of Seller contained in this Agreement.

12.2 Purchaser, all successors or assignees thereof, and all subsequent transferees of the Loan hereby waive and disclaim any and all rights of setoff against and any and all security interests in any accounts, deposits, monies, securities or other property of the Borrower now or hereafter in the possession of, on deposit with or in transit to Seller or any direct or indirect subsidiary or affiliate of Seller or PNC Financial Services Group, Inc. arising under the Loan Documents or the Judgment.

12.3 Purchaser, all successors or assignees thereof, and all subsequent transferees of the Loan hereby acknowledge and waive any right or cause of action arising from the Loan or Loan Documents against David Young, Joan Young a/k/a Joan Rickards and United Public Safety, Inc., such parties having been released from such obligations at the Closing.

13. Notices. All notices, demands, requests, consents, approvals and other communications required or permitted under this Agreement ("Notices") must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving Notices. Regardless of the manner in which provided, Notices may be sent to a party's address set forth below or to such other address as any party may give to the other in writing for such purpose in accordance with this Section:

If to Seller: ILT2, LLC
 c/o Belgravia Management, LP
 The Cira Centre
 2929 Arch Street, 13th Floor
 Philadelphia, PA 19104
 Attn: Robert Gorovitz
 Email: rgorovitz@belgravialp.com

If to Purchaser: Joseph E. Heffernan, III
 c/o Heffernan & Partners
 Babylon Business Campus
 903 Sheehy Dr, Suite D1
 Horsham, Pa. 19044
 Email: JEH@babyloncampus.com

14.1 Entire Agreement. This Agreement, including all exhibits, schedules, lists and other documents referred to herein which form a part hereof, contains the entire understanding of the parties hereto with respect to the subject matter contained herein. All prior or contemporaneous oral or written agreements pertaining to the subject matter hereof are superseded.

14.2 Interpretation. Unless Seller and Purchaser otherwise agree in writing, the singular includes the plural and the plural the singular; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; and references to sections, exhibits or schedules are to those of this Agreement.

14.3 Severability. In the event any one or more of the provisions (or any part of any provision) contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or remaining part of the affected provision(s)) of this Agreement, and this Agreement shall be construed to effect the purposes of this Agreement as if such invalid, illegal, or unenforceable provision (or part thereof) had never been contained herein and to that extent, but only to that extent, the provisions of the Agreement are severable.

14.4 Amendment. This Agreement may be amended only by a written instrument executed by the parties hereto or their respective successors or assigns.

14.5 Waivers. Any condition to a party's obligation hereunder may only be waived by such party in writing.

14.6 Expenses. Except as otherwise expressly provided in this Agreement, each party shall be responsible for any legal or other expenses which it incurs in connection with the transactions contemplated by this Agreement.

14.7 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, the successors and assigns of the parties hereto.

14.8 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto, and none of the provisions of this Agreement shall be deemed to be for the benefit of any other person or entity.

14.9 Advice of Counsel. Each of the parties hereto has been involved in the review,

negotiation, and execution of this Agreement and each has had the opportunity to receive independent legal advice from attorneys of its choice with respect to the advisability of making and executing of this Agreement. In the event of any dispute or controversy regarding authorship of this Agreement, the parties hereto shall be conclusively deemed to be the joint authors hereof, and no part of this Agreement shall be interpreted against either party due to authorship.

14.10 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

14.11 Further Assurances. Seller shall promptly and expeditiously execute and deliver such documents and instruments and take such further actions as Purchaser may reasonably request in order to consummate the transactions contemplated by this Agreement, provided that such request is made within three hundred and sixty-five (365) days after the Effective Date. In the event that Purchaser wishes Seller to execute assignments or other documents after the Closing, Purchaser shall furnish Seller with copies of the proposed additional assignments or documents for review, approval or amendment, each of which shall be in form and substance reasonably satisfactory to Seller and shall be prepared and filed or recorded by Purchaser at Purchaser's sole cost and expense. Seller shall execute such documents as are reasonably necessary to more fully vest the Loan in Purchaser. All such additional and revised assignments and other documentation shall be without recourse, representation or warranty, express or implied, other than as expressly provided in Section 6 of this Agreement.

14.12 Governing Law. This Agreement has been negotiated in and shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to the principles thereof relating to conflict of laws.

14.13 Jurisdiction and Venue. Purchaser irrevocably consents to the jurisdiction and venue of the Courts of Common Pleas of Montgomery County, Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking between Seller and Purchaser, and irrevocably agrees to service of process by certified mail, return receipt requested to the address of Purchaser set forth herein,

14.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be delivered by facsimile or by other electronic format (i.e., "pdf" or "te"), each of which shall have the same force and effect as if bearing original signatures.

14.15 Time of the Essence. The parties hereto acknowledge that time is of the essence in the performance of all obligations under this Agreement.

14.16 Limitation of Remedies. In no event shall either party be liable to the other for any consequential, incidental, special or punitive damages arising under the transactions contemplated by this Agreement. . In no event shall Purchaser have the right to seek any equitable remedies including, without limitation, specific performance, in the event of any default by Seller hereunder. If, after the Closing, Seller breaches any representation or warranty of Seller set forth in this Agreement, which has not expired, Purchaser shall give written notice to Seller within thirty (30) days after Purchaser discovers such breach, and Seller shall have the right to cure such breach during the ninety (90) day period following Seller's receipt of such notice. If such breach or failure is not duly cured within such ninety (90) day period, or not waived or consented to in writing by Purchaser, Seller shall pay to Purchaser actual damages suffered by Purchaser and directly caused by such breach up to an amount not exceeding the Repurchase Price. Purchaser's remedies set forth in this Section shall be the exclusive remedies of Purchaser, and Purchaser shall not be entitled to any

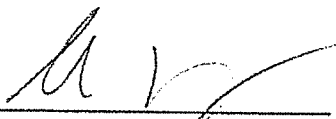
other rights, remedies or other relief, at law or in equity, for Seller's breach of any representation or warranty set forth in this Agreement. For purposes of this Agreement, the term "Repurchase Price" shall mean an amount calculated as follows: (a) the Purchase Price for the Loan paid by Purchaser; minus (b) all amounts paid by the Borrower or otherwise received or collected by Purchaser in respect of the Loan between the Closing and the repurchase date (whether characterized as principal, interest, principal and interest, fees, expenses, proceeds and any other payment of every kind and nature), which amounts shall be evidenced and certified by Purchaser to Seller as true and accurate; minus (c) any diminution in the value of the Loan since the Closing attributable to any action, omission or fault of Purchaser; plus (d) all (1) reasonable amounts paid by Purchaser in good faith to third parties to collect principal, interest and other amounts due under the Loan, and (2) commercially reasonable advances made by Purchaser to third parties in order to protect the security of any collateral securing the Loan and other advances made by Purchaser pursuant to the Loan Documents, in each case from the Closing to the repurchase date (as evidenced by invoices and canceled checks) and (3) all accrued and unpaid interest from the Closing through the repurchase date on the Loan.

14.17 WAIVER OF JURY TRIAL. THE PARTIES HERETO, ON BEHALF OF THEMSELVES AND THEIR SUCCESSORS AND ASSIGNS, AGREE THAT ANY SUIT, ACTION OR PROCEEDING, WHETHER CLAIM OR COUNTERCLAIM, BROUGHT OR INSTITUTED BY OR AGAINST ANY PARTY HERETO OR ANY SUCCESSOR OR ASSIGN OF ANY PARTY HERETO, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, OR ANY FACTS OR CIRCUMSTANCES IN WHICH THIS AGREEMENT IS INVOLVED IN ANY WAY, SHALL BE TRIED ONLY BY A COURT AND NOT BY A JURY. EACH PARTY HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. EACH OF THE PARTIES HERETO REPRESENTS AND WARRANTS THAT THIS WAIVER OF THE RIGHT TO A JURY TRIAL HAS BEEN MADE AFTER CONSULTATION WITH LEGAL COUNSEL.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Loan Sale Agreement as of the Effective Date.

WITNESS:

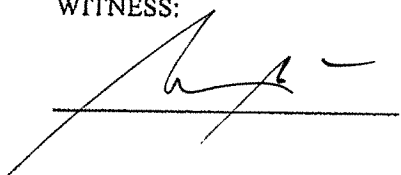


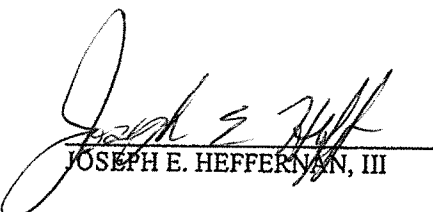
IL2T, LLC

By: 

Ira Lubert, Manager

WITNESS:




JOSEPH E. HEFFERNAN, III

SCHEDULE 1

LOAN AND LOAN DOCUMENTS

\$1,750,000 credit facility made available to Two Technologies, Inc, ("Borrower") by PNC Bank, N.A. ("PNC"), sold along with related judgments to Ira Lubert ("Lubert") as of January 9, 2017 and contributed by Lubert to IL2T, LLC ("Seller"), which credit facility is evidenced and/or secured by the following:

1. Business Loan Agreement, Dated September 17, 2010, between Borrower and PNC.
2. Committed Line of Credit Note, dated September 17, 2010, by Borrower in favor of PNC in the maximum principal amount of \$1,750,000.00.
3. Disclosure for Confession of Judgment, dated September 17, 2010, by Borrower.
4. Commercial Security Agreement, dated September 17, 2010, by Borrower in favor of PNC.
5. UCC Financing Statement naming Borrower, as debtor, and PNC, as secured party, filed September 29, 2010 with the Secretary of State of the Commonwealth of Pennsylvania as Financing Statement No. 20100929003348, assigned thereafter to Ira Lubert, with UCC Financing Statement No. 2017011701399, and assigned thereafter to Seller with UCC Financing Statement No. 2017011701438, filed January 17, 2017.
6. Extension Letter, dated December 2, 2011.
7. Supplement to Delegation Letter, dated May 13, 2014.
8. Extension Letter, dated January 18, 2015.
9. Amendment to Loan Documents, dated as of February 4, 2015, by and between Borrower and PNC
10. Extension Letter, dated July 21, 2015.
11. Interim Cash Control Agreement, dated as of February 7, 2017, by and between Borrower and Seller.
12. USPTO Trademark Assignment recorded February 20, 2017.
13. USPTO Trademark Assignment recorded March 6, 2017
14. USPTO Corrective Trademark Assignment filed March 20, 2017
15. USPTO Patent Assignment recorded January 19, 2017

SCHEDULE 2

LOCKBOX STATEMENT OF ACCOUNT