

10-04-2002

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents

102241313

Attached original documents or copy thereof.

1. Name of conveying party(ies):

InterCon Systems, Inc. (PA Corp.)

10-1-02

Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: September 30, 2002

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

Name: Waypoint Bank

Internal Address:

Street Address: 235 North Second Street

City: Harrisburg State: PA ZIP: 10105

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

See Attached
Appendix A

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ NoOFFICE OF PUBLIC RECORDS
2002 OCT -1 AM 9:37
FINANCE SECTION

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

Name: Daniel J. Malpezzi, Esq.

Internal Address: Buchanan Ingersoll P.C.

Street Address: One Market Square

213 Market Street, Third Floor

City: Harrisburg State: PA ZIP: 17101

6. Total number of applications and patents involved:

15

7. Total fee (37 CFR 3.41):.....\$ 600.00

☒ Enclosed - Any excess or insufficiency should be credited or debited to deposit account☐ Authorized to be charged to deposit account

8. Deposit account number:

50-2194

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

10/03/2002 BYRNE 00000131 10021827

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DO NOT USE THIS SPACE

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.

Daniel J. Malpezzi, Esq.

Name of Person Signing

Signature

10/01/02

Date

Total number of pages including cover sheet, attachments, and document:

15

APPENDIX A

<u>Application/Patent No.</u>	<u>Filing/Issue Date</u>	<u>Title of Invention</u>
10/021,823	12/31/01	INTERPOSER ASSEMBLY FOR SOLDERED ELECTRICAL CONNECTIONS
6,425,768	7/30/02	CLAMP CONNECTOR ASSEMBLY
6,368,117	4/9/02	CLAMP CONNECTOR ASSEMBLY
6,358,063	3/19/02	SEALED INTERPOSER ASSEMBLY
6,315,576	11/13/01	INTERPOSER ASSEMBLY
6,290,507	9/18/01	INTERPOSER ASSEMBLY
6,256,879	7/10/01	COMPRESSION CONNECTOR
6,217,342	4/17/01	INTERPOSER ASSEMBLY
6,176,707	1/23/01	INTERPOSER ASSEMBLY
6,036,502	3/14/99	FLEXIBLE CIRCUIT COMPRESSION CONNECTOR SYSTEM AND METHOD OF MANUFACTURE
5,899,757	5/4/99	COMPRESSION CONNECTOR
5,882,227	3/16/99	CONTROLLED IMPEDANCE CONNECTOR BLOCK
5,470,238	11/28/95	SHIELDED RIBBON CABLE ELECTRICAL CONNECTOR ASSEMBLY AND METHOD
4,931,022	6/5/90	CAM ACTUATED ELECTRICAL CONNECTOR
4,865,567	9/12/89	MINIATURE BARREL FEMALE TERMINAL

SECURITY AGREEMENT (ICS)
(Including Patents, Trademarks and Copyrights)

THIS SECURITY AGREEMENT (the "Agreement"), dated September 30, 2002, is entered into by and among **INTERCON SYSTEMS, INC.**, a Pennsylvania corporation (the "Borrower") and **WAYPOINT BANK**, a Pennsylvania banking association (the "Bank");

WITNESSETH THAT:

WHEREAS, the Borrower is (or will be with respect to after-acquired property) the legal and beneficial owner and the holder of the Collateral (as defined in Section 1 hereof); and

WHEREAS, pursuant to that certain Credit Agreement (as it may hereafter from time to time be restated, amended, modified or supplemented, the "Credit Agreement") of even date herewith among the Bank, the Borrower and InterCon Properties, L.P., the Bank has agreed to make certain loans and other extensions of credit to the Borrower; and

WHEREAS, the obligation of the Bank to make loans under the Credit Agreement is subject to the condition, among others, that the Borrower secures its obligations to the Bank under the Credit Agreement in the manner set forth herein.

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

1. Terms used herein, which are not otherwise defined herein, shall be defined as set forth in the Credit Agreement. The following words and terms shall have the following meanings, respectively, unless the context hereof otherwise clearly requires:

(a) "Code" means the Uniform Commercial Code as in effect in the Commonwealth of Pennsylvania on the date hereof, as amended from time to time, except to the extent that the conflict of law rules of such Uniform Commercial Code shall apply the Uniform Commercial Code as in effect from time to time in any other state to specific property or other matters.

(b) "Collateral" means all of the Borrower's right, title and interest in, to and under the following described property of the Borrower (each capitalized term used in this Section 1(b) shall have in this Agreement the meaning given to it by the Code):

(i) all now existing and hereafter acquired or arising Accounts, Goods, Receivables, Health Care Insurance Receivables, General Intangibles, Payment Intangibles, Deposit Accounts, Chattel Paper (including Electronic Chattel Paper), Documents, Instruments, Software, Investment Property, Securities, Securities Entitlements, Investment Property, Letters of Credit, Letter of Credit Rights, advices of credit, money, Equipment, and Inventory, rolling stock, tractors, trailers, motor vehicles, machinery, Patents, Trademarks, Copyrights, Fixtures, and Supporting Obligations, and all other tangible and intangible personal property of whatever kind or character, together with all products of and Accessions to any of the foregoing and all

Proceeds of any of the foregoing (including, without limitation, all insurance policies and proceeds thereof);

(ii) to the extent, if any, not included in clause (i) above, each and every other item of personal property and fixtures, whether now existing or hereafter arising or acquired, including all licenses, contracts and agreements, and all collateral for the payment or performance of any contract or agreement, together with all products of and Accessions to any of the foregoing and all Proceeds of any of the foregoing (including all insurance policies and proceeds);

(iii) all present and future business records and information, including computer tapes and other storage media containing the same and computer programs and software (including, without limitation, source code, object code and related manuals and documentation and all licenses to use such software) for accessing and manipulating such information.

(c) "Debt" means, collectively, all now existing and hereafter arising Indebtedness and Obligations of the Borrower to the Bank or any Affiliate of the Bank under (i) the Credit Agreement, the other Loan Documents or any Bank-Provided Interest Rate Hedge, including, without limitation, all indebtedness obligations and liabilities, whether for principal, interest, fees, expenses or otherwise, of the Borrower to the Bank or any Affiliate of the Bank now existing or hereafter incurred or arising under the Credit Agreement or the Notes, or any of the other Loan Documents referred to therein as any of the same or any one or more of them may from time to time be amended, restated, modified or supplemented, together with any and all extensions, renewals, refinancings or refundings thereof in whole or in part and (ii) that Continuing Agreement of Guaranty and Suretyship dated even dated herewith from Borrower to Bank with respect to payment and performance by InterCon Properties, L.P. of all of its obligations, duties and liabilities to the Bank under the Credit Agreement.

(d) "Receivables" means all Accounts, accounts receivable, Payment Intangibles, Instruments, Chattel Paper and other obligations and personal property evidencing a monetary payment obligation to the Borrower.

(e) "Patents, Trademarks and Copyrights" shall mean and include all of Borrower's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by Borrower, 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, divisionals, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

2. As security for the due and punctual payment and performance of the Debt in full, the Borrower hereby agrees that the Bank shall have, and the Borrower hereby grants to and creates in favor of the Bank, a continuing first priority lien on and security interest under the

Code in and to the Collateral subject only to Permitted Liens. Without limiting the generality of Section 4 below, the Borrower further agrees that with respect to each item of Collateral as to which (i) the creation of a valid and enforceable security interest is not governed exclusively by the Code or (ii) the perfection of a valid and enforceable first priority security interest therein under the Code cannot be accomplished either by the Bank taking possession thereof or by the filing in appropriate locations of appropriate Code financing statements executed by the Borrower, the Borrower will at its expense execute and deliver to the Bank and hereby does authorize the Bank to execute and file such documents, agreements, notices, assignments and instruments and take such further actions as may be requested by the Bank from time to time for the purpose of creating a valid and perfected first priority Lien on such item, subject only to Permitted Liens, enforceable against the Borrower and all third parties to secure the Debt.

3. The Borrower represents and warrants to the Bank that (a) the Borrower has good and marketable title to its Collateral, (b) except for the security interest granted to and created in favor of the Bank hereunder and Permitted Liens, all the Collateral is free and clear of any Lien, (c) the Borrower will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein, (d) each Account, Payment Intangible, Receivable and General Intangible is genuine and enforceable in accordance with its terms and the Borrower will defend the same against all claims, demands, recoupment, setoffs, and counterclaims at any time asserted, and (e) at the time any Account, Payment Intangible, Receivable or General Intangible becomes subject to this Agreement, each such Account, Payment Intangible, Receivable or General Intangible will be a good and valid Account representing a bona fide sale of goods or services by the Borrower and such goods will have been shipped to the respective account debtors or the services will have been performed for the respective account debtors, (or for those on behalf of whom the account debtors are obligated on the Accounts) and no such Account, Payment Intangible, Receivable or General Intangible will at such time be subject to any claim for credit, allowance, setoff, recoupment, defense, counterclaim or adjustment by any account debtor or otherwise, (f) the exact legal name of the Borrower is as set forth on the signature page hereto, and (g) the state of incorporation or organization of the Borrower (within the meaning of the Code) is as set forth on Schedule A hereto.

4. The Borrower will faithfully preserve and protect the Bank's security interest in the Collateral as a prior perfected security interest under the Code, superior and prior to the rights of all third Persons, except for holders of Permitted Liens, and will do all such other acts and things and will, upon request therefor by the Bank, execute, deliver, file and record, and the Borrower hereby authorizes the Bank to so file, all such other documents and instruments, including, without limitation, financing statements (with or without the signature of the Borrower), security agreements, assignments and documents and powers of attorney with respect to the Collateral, and pay all filing fees and taxes related thereto, as the Bank in its reasonable discretion may deem necessary or advisable from time to time in order to attach, continue, preserve, perfect, and protect said security interest (including the filing at any time or times after the date hereof of financing statements under, and in the locations advisable pursuant to, the Code); and, the Borrower hereby irrevocably appoints the Bank, its officers, employees and agents, or any of them, as attorneys-in-fact for the Borrower to execute, deliver, file and record such items for the Borrower and in the Borrower's name, place and stead. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. The

Borrower acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the Borrower; (ii) the Bank herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of the Borrower; and (iii) the Bank herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Bank. The Bank hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Bank. The Borrower and the Bank acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. § 5601(a), the provisions of 20 Pa.C.S. § 5601 shall NOT apply to this power of attorney or any of the powers granted herein.

5. The Borrower covenants and agrees that:

(a) it will defend the Banks' right, title and lien on and security interest in and to the Collateral and the proceeds thereof against the claims and demands of all Persons whomsoever, other than any Person claiming a right in the Collateral pursuant to an agreement between such Person and the Bank;

(b) it will not suffer or permit to exist on any Collateral any Lien except for Permitted Liens;

(c) it will not take or omit to take any action, the taking or the omission of which might result in a material alteration or impairment of the Collateral or of the Bank's rights under this Agreement;

(d) it will not sell, assign or otherwise dispose of any portion of the Collateral except as permitted in Section 10.2(h) [Disposition of Assets or Subsidiaries] of the Credit Agreement;

(e) it will (i) except for such Collateral delivered to the Bank pursuant to this Section or otherwise now or hereafter under the control of the Bank, obtain and maintain sole and exclusive possession of the Collateral, (ii) maintain its chief executive office and keep the Collateral and all records pertaining thereto at the locations specified on the Security Interest Data Summary attached as Schedule A hereto, unless it shall have given the Bank prior written notice and taken any action requested by the Bank to maintain its security interest therein, (iii) notify the Bank if an Account or other Receivable becomes evidenced or secured by an Instrument or Chattel Paper and deliver to the Bank upon the Bank's request therefor all Collateral consisting of Instruments and Chattel Paper immediately upon the Borrower's receipt of a request therefor, (iv) deliver to the Bank possession of all Collateral the possession of which is required to perfect the Bank's lien thereon or security interest therein or the possession of which grants priority over a Person filing a financing statement with respect thereto, (v) execute control agreements and cause other Persons to execute acknowledgments in form and substance satisfactory to the Bank evidencing the Bank's control with respect to all Collateral, the control or acknowledgment of which perfects the Bank's security interest therein, including Letters of Credit, Letter of Credit Rights, Electronic Chattel Paper, Deposit Accounts and Investment Property, and (vi) keep materially accurate and complete books and records concerning the Collateral and such other books and records as the Bank may from time to time require; and

(f) it will promptly furnish to the Bank such information and documents relating to the Collateral as the Bank may request, including, without limitation, all invoices, Documents, contracts, Chattel Paper, Instruments and other writings pertaining to the Borrower's contracts or the performance thereof, all of the foregoing to be certified upon request of the Bank by an authorized officer of the Borrower;

(g) it shall immediately notify the Bank if any Account arises out of contracts with the United States or any department, agency or instrumentality thereof or any one or more of the states of the United States or any department, agency, or instrumentality thereof, and will execute any instruments and take any steps required by the Bank so that all monies due and to become due under such contract shall be assigned to the Bank and notice of the assignment given to and acknowledged by the appropriate government agency or authority under the Federal Assignment of Claims Act;

(h) the Borrower will not change its state of incorporation without providing thirty (30) days prior written notice to the Bank;

(i) the Borrower will not change its name without providing thirty (30) days prior written notice to the Bank;

(j) the Borrower shall preserve its corporate existence and shall not (a) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not the Borrower, or (b) sell all or substantially all of its assets;

(k) the Borrower hereby authorizes the Bank to, at any time, and from time to time, file in any one or more jurisdictions, financing statements that describe the Collateral, together with continuation statements thereof and amendments thereto, without the signature of the Borrower and which contain any information required by the Code or any other applicable statute applicable to such jurisdiction for the sufficiency or filing office acceptance of any financing statements, continuation statements, or amendments. The Borrower agrees to furnish any such information to the Bank promptly upon request. Any such financing statements, continuation statements, or amendments may be signed by the Bank on behalf of the Borrower if the Bank so elects and may be filed at any time in any jurisdiction; and

(l) the Borrower shall at any time and from time to time take such steps as the Bank may request as are necessary for the Bank to insure the continued perfection of the Bank's security interest in the Collateral with the same priority required hereby and the preservation of its rights therein.

6. The Borrower assumes full responsibility for taking any and all necessary steps to preserve the Bank's rights with respect to the Collateral against all Persons other than anyone asserting rights in respect of a Permitted Lien. The Bank shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if the Bank takes such action for that purpose as the Borrower shall request in writing, provided that such requested action will not, in the judgment of the Bank, impair the security interest in the Collateral created hereby or the Bank's rights in, or the value of, the Collateral, and provided

further that such written request is received by the Bank in sufficient time to permit the Bank to take the requested action.

7. (a) At any time, and from time to time, whether or not an Event of Default then exists, and without prior notice to or consent of the Borrower, the Bank may at its option take such actions as the Bank deems appropriate (i) to attach, perfect, continue, preserve and protect the Bank's first priority security interest in or lien on the Collateral, and/or (ii) to inspect, audit and verify the Collateral, including reviewing all of the Borrower's books and records and copying and making excerpts therefrom, provided that prior to an Event of Default or a Potential Default, the same is done with advance notice during normal business hours to the extent access to the Borrower's premises is required, and (iii) to add all liabilities, obligations, and reasonable costs and expenses incurred in connection with the foregoing clauses (i) and (ii) to the Debt, to be paid by the Borrower to the Bank upon demand;

(b) At any time and from time to time after an Event of Default exists and is continuing and without prior notice to or consent of the Borrower, the Bank may at its option take such action as the Bank deems appropriate (i) to maintain, repair, protect and insure the Collateral, and/or (ii) to perform, keep, observe and render true and correct any and all covenants, agreements, representations and warranties of the Borrower hereunder, and (iii) to add all liabilities, obligations, costs and expenses incurred in connection with the foregoing clauses (i) and (ii) to the Debt, to be paid by the Borrower to the Bank upon demand.

8. After there exists any Event of Default under the Credit Agreement:

(a) The Bank shall have and may exercise all the rights and remedies available to a secured party under the Code in effect at the time, and such other rights and remedies as may be provided by Law and as set forth below, including, without limitation, to take over and collect all of the Borrower's Receivables and all other Collateral, and to this end the Borrower hereby appoints the Bank, its officers, employees and agents, as its irrevocable, true and lawful attorneys-in-fact with all necessary power and authority to (i) take possession immediately, with or without notice, demand, or legal process, of any of or all of the Collateral wherever found, and for such purposes, enter upon any premises upon which the Collateral may be found and remove the Collateral therefrom, (ii) require the Borrower to assemble the Collateral and deliver it to the Bank or to any place designated by the Bank at the Borrower's expense, (iii) receive, open and dispose of all mail addressed to the Borrower and notify postal authorities to change the address for delivery thereof to such address as the Bank may designate, (iv) demand payment of the Receivables, (v) enforce payment of the Receivables by legal proceedings or otherwise, (vi) exercise all of the Borrower's rights and remedies with respect to the collection of the Receivables, (vii) settle, adjust, compromise, extend or renew the Receivables, (viii) settle, adjust or compromise any legal proceedings brought to collect the Receivables, (ix) to the extent permitted by applicable Law, sell or assign the Receivables upon such terms, for such amounts and at such time or times as the Bank deems advisable, (x) discharge and release the Receivables, (xi) take control, in any manner, of any item of payment or proceeds from any account debtor, (xii) prepare, file and sign the Borrower's name on any Proof of Claim in Bankruptcy or similar document against any account Borrower, (xiii) prepare, file and sign the Borrower's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the

Receivables, (xiv) do all acts and things necessary, in the Bank's sole discretion, to fulfill the Borrower's obligations under the Loan Documents, (xv) endorse the name of the Borrower upon any check, Chattel Paper, Document, Instrument, invoice, freight bill, bill of lading or similar document or agreement relating to the Receivables or Inventory; (xvi) use the Borrower's stationery and sign the Borrower's name to verifications of the Receivables and notices thereof to account debtors; (xvii) access and use the information recorded on or contained in any data processing equipment or computer hardware or software relating to the Receivables, Inventory, or other Collateral or proceeds thereof to which the Borrower has access, (xviii) demand, sue for, collect, compromise and give acquittances for any and all Collateral, (xix) prosecute, defend or compromise any action, claim or proceeding with respect to any of the Collateral, and (xx) take such other action as the Bank may deem appropriate, including extending or modifying the terms of payment of any of the Borrower's debtors. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. To the extent permitted by Law, the Borrower hereby waives all claims of damages due to or arising from or connected with any of the rights or remedies exercised by the Bank pursuant to this Agreement, except claims for physical damage to the Collateral arising from gross negligence or willful misconduct by the Bank. The Borrower acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit the Borrower; (ii) the Bank herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of the Borrower; and (iii) the Bank herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Bank. The Bank hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Bank. The Borrower and the Bank acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. § 5601(a), the provisions of 20 Pa.C.S. § 5601 shall NOT apply to this power of attorney or any of the powers granted herein.

(b) The Bank shall have the right to lease, sell or otherwise dispose of all or any of the Collateral at public or private sale or sales for cash, credit or any combination thereof, with such notice as may be required by Law (it being agreed by the Borrower that, in the absence of any contrary requirement of Law, ten (10) days' prior notice of a public or private sale of Collateral shall be deemed reasonable notice), in lots or in bulk, for cash or on credit, all as the Bank, in its sole discretion, may deem advisable. Such sales may be adjourned from time to time with or without notice. The Bank shall have the right to conduct such sales on the Borrower's premises or elsewhere and shall have the right to use the Borrower's premises without charge for such sales for such time or times as the Bank may see fit. The Bank may purchase all or any part of the Collateral at public or, if permitted by Law, private sale and, in lieu of actual payment of such purchase price, may set off the amount of such price against the Debt.

9. The lien on and security interest in the Borrower's Collateral granted to and created in favor of the Bank by this Agreement shall be for the benefit of the Bank. Each of the rights, privileges, and remedies provided to the Bank hereunder or otherwise by Law with respect to the Borrower's Collateral shall be exercised by the Bank only for its own benefit and the benefit of the Bank, and any of the Borrower's Collateral or proceeds thereof held or realized upon at any time by the Bank shall be applied as set forth in Section 11.2(e) [Application of Proceeds] of the Credit Agreement. The Borrower shall remain liable to the Bank for and shall pay to the Bank any deficiency which may remain after such sale or collection.

10. If the Bank repossesses or seeks to repossess any of the Collateral pursuant to the terms hereof because of the occurrence of an Event of Default, then to the extent it is commercially reasonable for the Bank to store any Collateral on any of the Borrower's premises, the Borrower hereby agrees to lease to the Bank on a month-to-month tenancy for a period not to exceed one hundred twenty (120) days at the Bank's election, at a rental of One Dollar (\$1.00) per month, the premises on which the Collateral is located, provided it is located on premises owned or leased by the Borrower.

11. Upon indefeasible payment in full of the Debt, the expiration of all Commitments and Letters of Credit, and termination of the Credit Agreement, this Agreement shall terminate and be of no further force and effect, and the Bank shall thereupon promptly return to the Borrower such of the Collateral and such other documents delivered by such Borrower hereunder as may then be in the Bank's possession, subject to the rights of third parties. Until such time, however, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

12. No failure or delay on the part of the Bank in exercising any right, remedy, power or privilege hereunder shall operate as a waiver thereof or of any other right, remedy, power or privilege of the Bank hereunder; nor shall any single or partial exercise of any such right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No waiver of a single Event of Default shall be deemed a waiver of a subsequent Event of Default. All waivers under this Agreement must be in writing. The rights and remedies of the Bank under this Agreement are cumulative and in addition to any rights or remedies which it may otherwise have, and the Bank may enforce any one or more remedies hereunder successively or concurrently at its option.

13. All notices, statements, requests and demands given to or made upon either party hereto in accordance with the provisions of this Agreement shall be given or made as provided in Section 12.5 [Notices] of the Credit Agreement.

14. The Borrower agrees that as of the date hereof, all information contained on the Security Interest Data Schedule attached hereto as Schedule A is accurate and complete and contains no omission or misrepresentation. The Borrower shall promptly notify the Bank of any changes in the information set forth thereon.

15. The Borrower acknowledges that the provisions hereof giving the Bank rights of access to books, records and information concerning the Collateral and the Borrower's operations and providing the Bank access to the Borrower's premises are intended to afford the Bank with immediate access to current information concerning the Borrower and its activities, including, without limitation, the value, nature and location of the Collateral so that the Bank can, among other things, make an appropriate determination after the occurrence of an Event of Default, whether and when to exercise its other remedies hereunder and at Law, including without limitation, instituting a replevin action should the Borrower refuse to turn over any Collateral to the Bank. The Borrower further acknowledges that should the Borrower at any time fail to promptly provide such information and access to the Bank, the Borrower acknowledges that the Bank would have no adequate remedy at Law to promptly obtain the same. The Borrower agrees

that the provisions hereof may be specifically enforced by the Bank and waives any claim or defense in any such action or proceeding that the Bank has an adequate remedy at Law.

16. This Agreement shall be binding upon and inure to the benefit of the Bank and its respective successors and assigns, and the Borrower and its successors and assigns, except that no Borrower may assign or transfer the Borrower's obligations hereunder or any interest herein.

17. This Agreement shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed in accordance with the laws of said Commonwealth excluding its rules relating to conflicts of law.

18. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.


**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK - SIGNATURE PAGE
IMMEDIATELY FOLLOWS]**

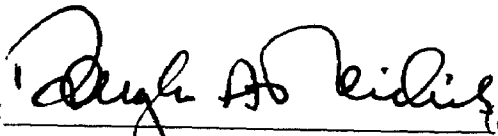
[SIGNATURE PAGE 1 OF 1 TO SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement as of the day and year first above set forth.


ATTEST:

INTERCON SYSTEMS, INC., a
Pennsylvania corporation


Name: WARREN J. PERSAK
Title:

By:  (SEAL)
Name: Douglas A. Neidich
Title: President

WAYPOINT BANK

By: 
Name: Thomas M. Parker
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Dauphin :SS.
:

On this, the 30th day of September, 2002, before me, the undersigned officer, personally appeared Douglas A. Neidich, who acknowledged himself to be the President of InterCon Systems, Inc., and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of InterCon Systems, Inc. by himself as such officer.

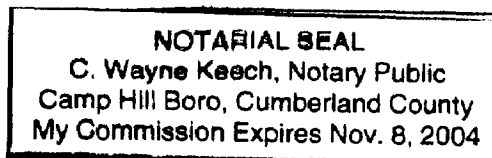
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

(SEAL)



**SCHEDULE A
TO
SECURITY AGREEMENT**

SECURITY INTEREST DATA SUMMARY

1. The chief executive office of **INTERCON SYSTEMS INC.** (the "Borrower") is located at:

2800 Commerce Drive
Harrisburg, PA 17110

2. The Borrower's true and full name is: **INTERCON SYSTEMS, INC.** The Borrower uses no trade names or fictitious names.

3. The Borrower's form of organization is: business corporation

4. The Borrower's state of organization is: Pennsylvania

5. The Borrower's EIN # is: 23-2385225

6. The Borrower's organization ID # is (if any exists): N/A

7. All of the Borrower's personal property which has not been delivered to the Bank pursuant to the terms of this Agreement or the Credit Agreement is now, and will be at all future times, located at the Borrower's chief executive office as described in Paragraph 1 above, except as specified below:

NONE

8. All of the Borrower's books and records, including those relating to accounts payable and accounts receivable, are kept at the Borrower's chief executive office as described in Paragraph 1 above.

CERTIFICATE OF MAILING BY "EXPRESS MAIL" (37 CFR 1.10)

Applicant(s): N/A

Docket No.

48071.1

Serial No.

See Attached Appendix A

Filing Date

See Attached Appendix A

Examiner

N/A

Group Art Unit

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Invention: See Attached Appendix A

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Additional names(s) of conveying party(ies)

☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ OtherExecution Date: **September 30, 2002**

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

Name: **Waypoint Bank**

Internal Address:

Street Address: **235 North Second Street**City: **Harrisburg** State: **PA** ZIP: **10105**Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

**See Attached
Appendix A**

B. Patent No.(s)

Additional numbers attached? ☒ Yes ☐ No

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

Name: **Daniel J. Malpezzi, Esq.**Internal Address: **Buchanan Ingersoll P.C.**Street Address: **One Market Square****213 Market Street, Third Floor**City: **Harrisburg** State: **PA** ZIP: **17101**

6. Total number of applications and patents involved:

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*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.***Daniel J. Malpezzi, Esq.**

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