PATENT ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Innovative Cartridge Technologies, Inc.	04/15/2010
Universal Imaging Holdings, Inc.	04/15/2010

RECEIVING PARTY DATA

Name:	Whitney National Bank
Street Address:	2033 Wood Street
City:	Sarasota
State/Country:	FLORIDA
Postal Code:	34237

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7187874
Patent Number:	7286774

CORRESPONDENCE DATA

Fax Number: (941)366-3999

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 941-364-2738

Email: dcherry@slk-law.com

Correspondent Name: Douglas A. Cherry

Address Line 1: 240 South Pineapple Avenue
Address Line 4: Sarasota, FLORIDA 34236

ATTORNEY DOCKET NUMBER:	W23525-137188
NAME OF SUBMITTED:	Douglas A Cherry

Total Attachments: 14

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PATENT REEL: 024547 FRAME: 0894 OF \$80.00 /18/8/



PATENT REEL: 024547 FRAME: 0895

AMENDMENT OF RESTATED PLEDGE, ASSIGNMENT, AND SECURITY AGREEMENT (HYPOTHECATION)

This Amendment of Restated Pledge, Assignment and Security Agreement (Hypothecation), made and entered into effective as of the 15th day of April, 2010, by and among 10166 CORPORATION, A FLORIDA CORPORATION ("Original Borrower/Borrower") UNIVERSAL IMAGING HOLDINGS, LLC, a Florida limited liability company, HEREINAFTER referred to as "Assuming Party," and INNOVATIVE CARTRIDGE TECHNOLOGIES, INC., a Florida corporation, INDUSTRIAL ENGINEERING & DEVELOPMENT, INC., a Florida corporation, hereinafter collectively referred to as "Grantors", and WHITNEY NATIONAL BANK, hereinafter referred to as "Lender";

STATEMENT OF FACT

- A. Lender is the owner and holder of a certain Commercial Loan Note (Revolving Line of Credit), dated June 25, 2009, given by Original Borrower, to Lender in the maximum principal amount of FIVE HUNDRED THOUSAND AND No/100 DOLLARS (\$500,000.00), hereinafter referred to as the "Promissory Note." Lender is, of even date, making a future advance loan, evidenced by a Future Advance Commercial Loan Note (Revolving Line of Credit), in the maximum principal amount of FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (the "Future Advance Promissory Note"). The Promissory Note and the Future Advance Promissory Note are consolidated as evidenced by that certain Consolidated Commercial Loan Note, of even date, in the maximum principal amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) (the "Consolidated Note").
- B. The Promissory Note is secured in part, by an unrecorded Restated Pledge, Assignment and Security Agreement (Hypothecation), dated April 15, 2010, effective nunc pro tune as of June 25, 2009, executed and delivered by Assuming Party, and Grantors, relating to the pledge, assignment and security interest in and to and Assignment of Patent Infringement Royalty Payments from Static Control Components, Inc., a North Carolina corporation, as related to the Collateral Patents (defined below), and also by undated UCC-1 Financing Statements, hereinafter collectively referred to as the "Security Agreement." The Security Agreement grants a security interest in favor of Lender in and to those certain rights of the Borrower, Assuming Party and Grantors under that certain Security Agreement with Static dated November 26, 2007; that certain Settlement Agreement and Release with Static dated November 26, 2007 and that certain Guaranty Agreement with Static November 26, 2007 (collectively the "Static Documents").
- C. Assuming Party desires to assume Borrower's indebtedness under the Promissory Note and amend the Security Agreement to secure the Promissory Note as assumed hereby and to amend the terms and conditions of the Security Agreement to comply with the original intent

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PATENT REEL: 024547 FRAME: 0896 of the parties, and Lender is agreeable thereto, provided, however, that Assuming Party, Borrower and Pledgor execute this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration to each in hand paid by the other, the receipt of which is hereby acknowledged, the parties do hereby agree as follows:

- 1. The Security Agreement is hereby further amended to provide that the parties hereby acknowledge and agree that any default by Borrower, Grantors or Assuming Party under the Static Documents constitutes an event of default hereunder, granting Lender the right to exercise any and all remedies under the Consolidated Note and related loan documents, without notice or opportunity to cure.
- 2. The Security Agreement is hereby further amended to provide that Innovative Cartridge Technologies, Inc., represents and warrants that it has all right, title and interest to the Collateral Patents.
- 3. The Security Agreement is hereby further amended to provide that Universal Imaging Holdings, LLC, represents and warrants that it does not claim any right, title and interest to the Collateral Patents, other than as licensee.
 - 4. The Security Agreement is hereby amended to include the following

Representations. Warranties, and Agreements: Borrower, Assuming Party, and Grantors hereby represent, warrant, covenant and agree to and with Lender as follows:

- (a) No financing statement, security interest, mortgage, deed to secure debt, deed of trust, statutory or common law lien, or other lien is outstanding or on file in any public office with respect to the Collateral Patents other than those identified within this Agreement;
- (b) Borrower, Assuming Party, or Grantors (either itself or through licensees) will not do any act, or omit to do any act, whereby the Collateral Patents may become forfeited, abandoned or dedicated to the public.
- (c) Borrower, Assuming Party, or Grantors will notify Lender immediately if
- (i) it knows, or has reason to know, that any application or registration relating to the Collateral Patents may become forfeited, abandoned or dedicated to the public, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or tribunal in any country) regarding the ownership of Innovative Cartridge Technologies, Inc., or the validity of, the Collateral Patents or the right of Innovative Cartridge Technologies, Inc., to register the same or to own and maintain the same; or

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- (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral Patents or on the security interests created hereby.
- (e) Borrower, Assuming Party, and Grantors will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, to maintain each registration of the Collateral Patents, including, without limitation, payment of maintenance fees. Innovative Cartridge Technologies, Inc. will not waste, misuse, misappropriate, or abuse the Collateral Patents;
- (f) In the event that any of the Collateral Patents is infringed by a third party, the Borrower, Assuming Party, and Grantors shall (i) take such actions as the they shall reasonably deem appropriate under the circumstances to protect the Collateral Patents and (ii) promptly notify Lender after it learns thereof and, to the extent advised by legal counsel, sue for infringement, to seek injunctive relief where appropriate and to recover any and all damages for such infringement.
- (g) Any books and records relating to the Collateral Patents will be maintained at 10166 66th St., Pinellas Park, FL 33782 (the 'Property"), or such other property that Borrower, Assuming Party, and Grantors may determine to maintain them after giving notice to Lender;
- (h) Borrower, Assuming Party, and Grantors will not, without the prior written consent of Lender, sell, lease, assign, or create or permit to exist a lien on or security interest in any Collateral Patents, unless, in any case, the rights of the buyer, lessee, assignee or secured party are subject and subordinate to the rights of Lender hereunder.
- (i) Borrower, Assuming Party, and Grantors will provide 15 days' prior written notice to Lender of any change in, addition to, or discontinuance of Borrower' places of residence or business or the location of Borrower, Assuming Party or Grantors' books and records pertaining to the Collateral Patents. Borrower will not change any of their legal names or states of organization without the prior written notice to the Lender;
- 5. The parties hereby acknowledge and agree that said Promissory Note and Security Agreement evidence and secure a present unpaid principal indebtedness of TWENTY THOUSAND and No/100 DOLLARS (\$20,000.00) together with interest due thereon from March 16, 2010, at the rate prescribed in said Promissory Note, and Borrower, Grantors and/or Assuming Party have no claim, demand or setoff whatsoever against the Lender and Assuming Party is justly indebted to the Lender for the sum set forth above.
- 6. The debt secured by the Security Agreement is a valid and subsisting debt and Borrower, Assuming Party and Grantors have no offsets, defenses or counterclaims to the enforcement of the Security Agreement and the debt secured thereby.

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- This agreement shall be binding upon the heirs, personal representatives, successor and assigns of the parties hereto.
- Except as modified hereby, all terms of the aforesaid Promissory Note and Security Agreement, and other loan documents executed in connection therewith are hereby ratified and confirmed.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written.

Signed, Sealed and De	live	red	in
presence of:			

10166 CORPORATION, a Florida corporation

Steven Miller, as its President

"Original Borrower"

UNIVERSAL IMAGING HOLDINGS, LLC, a Florida limited liability company

By: UNIVERSAL IMAGING MANAGEMENT, INC., a Florida corporation, as its Manager

Kumar Chittipeddi, as its President

"Assuming Party"

WHITNEY NATIONAL BANK

Paul Adamson, as Vice President Christopher Pennewill

"Lender"

"Grantors"

CONSENT AND JOINDER

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is acknowledged by the undersigned, the undersigned hereby consents to the foregoing Amendment of Pledge, Assignment, and Security Agreement and, agrees to be bound by the terms and provisions thereof to the extent that such terms and provisions impose or require the performance by the undersigned of any obligation, covenant or agreement.

WITNESSES:	
Print Name: W. M. gna E. Lews	Steven Miller
Draw Lewis	
Print Name: Tracelluis	
WITNESSES:	Industrial Engineering & Development, Inc., a Florida corporation
Print Name: William to Lew's	By: Steven Mellets Steven Miller, as its President
Dave Lewis Print Name: Tracie Lewis	

WITNESSES:	Platinum Manufacturing International, Inc., a Florida corporation
Print Name: W. M. my E. Lar's	By: Steven Miller, as its President
Print Name: Tracre Luis	
WITNESSES:	Platinum Wrench Auto Repair, Inc., a Florida corporation
W_/_ Print Name: W!llow E. Lev's	By: Mellor Steven Miller, as its President
Print Name: Tracie Jewis	
WITNESSES:	10166 Corporation, a Florida corporation
Print Name: W.ll. our E. Law's	By: Steven Miller, as its President
Janes Lann	



RESTATED PLEDGE, ASSIGNMENT AND SECURITY AGREEMENT (Hypothecation)

This Restated Piedge, Assignment and Security Agreement (Hypothecation) (the "Agreement") is made as of April 15, 2010, effective nunc pro tunc as of June 25, 2009, by UNIVERSAL IMAGING HOLDINGS, LLC, a Florida limited liability company ("UIH", "Grantor" and "Borrower", as the context may require), whose address is 2202 N. Westshore Blvd., Suite 200, Tampa, FL 33607, and INNOVATIVE CARTRIDGE TECHNOLOGIES, INC., a Florida corporation ("ICT"), whose address is 10166 66th Street N., Pinellas Park, FL 33782 (hereinafter UIH and ICT are collectively referred to as "Grantor," which term means individually, collectively, and interchangeably any, each and/or all of them) in favor of WHITNEY NATIONAL BANK ("Secured Party"), whose address is 2033 Wood Street, Sarasota, FL 34237. This Agreement has been joined in and consented to by INDUSTRIAL ENGINEERING & DEVELOPMENT, INC., a Florida corporation ("IED"), whose address is 10166 66th Street N., Pinellas Park, FL 33782, and 10166 CORPORATION, a Fiorida corporation ("Original Borrower"), whose address is 10166 66th Street N., Pinellas Park, FL 33782. Additional information relating to each Grantor, IED, Original Borrower and Borrower is set forth on Schedule 1 to this Agreement. For the purposes hereof, the Borrower and Original Borrower shall hereinafter be collectively referred to as "Borrower".

To secure payment of all obligations and liabilities of Borrower to Secured Party, direct or contingent, due or to become due, now existing or hereafter arising, including, without limitation, all future advances, with interest, attorneys' fees, expenses of collection and costs, and further including, without limitation, obligations to Secured Party on promissory notes, checks, overdrafts, letter-of-credit agreements, loan agreements, security documents, endorsements, continuing guaranties and this Agreement (collectively, the "Obligations"), Grantor hereby pledges, assigns, hypothecates to Secured Party, and grants to Secured Party a continuing security interest in, and a right of set-off and compensation against, and with respect to the following:

- (a) all rights and Interests of Grantor under that certain License Agreement dated January 11, 2008 by and between IED and ICT (the "January, 2008 License Agreement") as assigned and as delegated by IED to UIH pursuant to an Assignment and Delegation of License Agreement dated February 18, 2009; and
- (b) all rights, and interests of Grantor under that certain Cross License Agreement dated November, 2007 by and between Static Control Components, Inc, a North Carolina corporation ("Static Control"), IED, ICT and Cartridge Corporation of America, Inc, a Florida corporation ("CCA") (the "Cross License Agreement") which rights and interests thereunder were assigned and delegated by IED to UIH pursuant to an Assignment and Delegation of Cross License Agreement dated February 13, 2009; and
- (c) all rights and interests of Grantor under that certain Security Agreement dated November 28, 2007 (the "Security Agreement") by and between Static Control, Steven Miller, individually, Robert Rauber, individually, Platinum Wrench Auto Repair, Inc., a Florida corporation, Platinum Manufacturing International, Inc., a Florida corporation, ICT, IED, CCA and UIH, which rights and interests thereunder were assigned by IED to UIH pursuant to an Assignment and Delegation of Security Agreement dated December 15, 2008; and
- (d) all rights and interests of Grantor under that certain Guaranty Agreement dated November 26, 2007 (the "Guaranty Agreement") as executed by Edwin H Swartz, individually, Static

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Control and Santronics, Inc., a North Carolina corporation, which rights and interests thereunder were assigned by IED to UIH pursuant to an Assignment and Delegation of Guaranty Agreement dated February 18,2009;

(e) together with all property rights, contract rights, as well as all other interests associated with or added to or substituted with respect to the January, 2008 License Agreement, the Cross License Agreement, the Security Agreement and the Guaranty Agreement (collectively the "Pledged Agreements"), together with all proceeds, products and all interest, dividends, income, fruits, returns, accessions, profits, corporate distributions (including, without limitation, all reyalty and license payments and/or related interests, all license rights and patent rights and related interests), as well as all products and proceeds of any of the Pledged Agreements and related interests therein (collectively the "Collateral"). The terms "accounts," "contract rights", "instruments," "documents," "general intangibles," "products," and "proceeds" shall have the meanings as provided in the Florida Uniform Commercial Code.

All of the Collateral shall remain fully subject to this Agreement until all of the Obligations have been paid and any financing statements filed in connection with this Agreement have been terminated. All payments, royalties, interest, dividends, income, fruits, returns, accessions, profits, distributions and proceeds with respect to the Collateral shall be permitted to be delivered and paid to Grantor so long as no event of default occurs with respect to the Obligations (a "Default") which is not otherwise timely cured by the Borrower. In the event of a Default, all such rights and interests as to all payments, royalties, dividends and distributions shall immediately, upon written notification, become due and payable to Secured Party. Grantor shall execute any endorsements, assignments, stock powers, notices and financing statements with respect to the Collateral, in form and substance satisfactory to Secured Party, that Secured Party may request. Grantor represents and warrants that (a) Secured Party shall at all times have a perfected first priority security interest in the Collateral free of all other security interests, liens and claims, and (b) the description and identification of the Collateral and Grantor's name, social security or taxpayer identification number, and principal residence or chief executive office are correctly stated herein. Grantor shall act to toll the statute of limitations with respect to the Collateral no later than sixty (60) days prior to the date on which enforcement would be barred, and shall execute any additional documents reasonably required to perfect the security interest of Secured Party in the Collateral. Subsequent to an event of Default, Grantor authorizes Secured Party, in its sole discretion (a) to notify the obligor on any Collateral to make all subsequent payments, royalties, dividends or distributions directly to Secured Party; (b) to receive and recover any money or other property, at any time due with respect to the Collateral and in connection therewith, endorse notes, checks, drafts or other evidence of payments, and (c) to settle, adjust and compromise, in Secured Party's sole discretion, all present and future claims arising with respect to the Collateral. To the extent that any stocks, bonds or other securities are included in the Collateral, Grantor (a) covenants not to vote any Collateral in any manner that would adversely affect Secured Party's rights and (b) authorizes Secured Party, in its discretion, to transfer to or register in its name or the name of its nominee any of the Collateral, with or without indication of the security interest herein created. Secured Party is not obligated to take any of the foregoing actions or to preserve Grantor's rights with respect to the Collateral including, without limitation, any action to perfect or continue a perfected security interest, or to assert, rights against prior parties and shall not be liable in any manner with respect to the Collateral. Any responsibility of Secured Party with respect to the Collateral, whether arising, contractually or as a matter of law, is hereby expressly waived. Grantor shall at all times permit Secured Party, its officers and agents, access to the Collateral and to all books, records and data relating to the Collateral, for inspection and for verification of the existence, condition and value of the Collateral. Grantor shall furnish all assistance and information that Secured Party may require to conduct such inspections and verifications. Upon request, Grantor, at its expense, shall cause or permit an independent certified public accountant, appraiser or other expert selected by Secured Party to prepare and deliver to Secured Party a verification of the existence, condition or value of the Collateral.

All tangible Collateral shall be insured by solvent insurance companies for full replacement value under policies acceptable to Secured Party, designating Secured Party as lender loss payee. Grantor shall not further assign, pledge, alienate or encumber the Collateral, except for sales of inventory, goods or services in the ordinary course of Grantor's business. Grantor shall not create or permit to exist any

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lien, claim or security interest on the Collateral except in favor of Secured Party. Grantor shall not, without the prior written consent of Secured Party (a) change Grantor's demicile, name, legal form or taxpayer identification number, (b) move the location of its principal place of business or chief executive office, or (c) move the Collateral from the locations disclosed on Schedule 1.

If Grantor or Borrower defaults in the timely payment or performance of any of the Obligations, or If any warranty or representation of Grantor or Borrower to Secured Party should be untrue at any lime, then, at the option of Secured Party, the Obligations shall be Immediately due and payable in full without notice or demand, and Secured Party (a) may sell, assign, transfer and effectively deliver all or any part of the Collateral at public or private sale, without recourse to judicial proceedings and without demand, appraisement or advertisement, all of which are hereby expressly waived by Grantor to the fullest extent permitted by law, and (b) may cause all or any part of the Collateral to be seized and sold, under writ issued in execution of judgment obtained upon the Obligations, or under other legal procedure. Grantor grants to Secured Party an irrevocable power of attorney (coupled with an interest) to exercise, after Default, at Secured Party's sole discretionary option and without any obligation to do so, all rights that Grantor has with respect to the Collateral, including, without limitation, the right to exercise all rights of inspection, deriving from Grantor's ownership of or other interest in the Collateral. If the proceeds from the sale or enforcement of the Collateral are insufficient to satisfy all of the Obligations in full, all parties obligated thereon shall remain fully obligated for any deficiency. The rights and remedies of Secured Party hereunder are cumulative, may be exercised singly or concurrently, and are in addition to any rights and remedies of Secured Party under applicable law. Without releasing or affecting any of its rights, Secured Party may, one or more times, in its sole discretion, without notice to or the consent of Grantor or Borrower, take any one or more of the following actions: (a) release, renew or modify the obligations of Grantor, Borrower, or any guarantor of the Obligations or any other party; (b) release, exchange, modify, or surrender in whole or in part Secured Party's rights with respect to any collateral for the Obligations; (c) modify or alter the term, interest rate or due date of any payment of any of the Obligations; (d) grant any postponements, compromises, induigences, waivers, surrenders or discharges or modify the terms of its agreements with Grantor or Borrower or any guarantor of the Obligation; (e) change its manner of doing business with Grantor, Borrower or any other party; or (f) impute payments or proceeds of any collateral furnished for any of the Obligations, in whole or in part, to any of the Obligations, or retain the payments or proceeds as collateral for the Obligations without applying same toward payment of the Obligations. and Grantor hereby expressly waives any defenses arising from any such actions. The obligations of Grantor hereunder shall be joint and several and shall bind and obligate Grantor's successors, heirs and assigns. Secured Party may assign and transfer the Collateral to an assignee of any of the Obligations, whereupon such transferee shall become vested with all powers and rights granted to Secured Party under this Agreement. This Agreement shall be governed by the internal laws of the State of Florida, provided that where Collateral is located in a jurisdiction other than Florida, remedies available to Secured Party hereunder and under the laws of such jurisdiction shall be available to Secured Party. without regard to any restriction of Florida law. If any provision of this Agreement shall be held to be legally invalid or unenforceable by any court of competent jurisdiction, all remaining provisions of this Agreement shall remain in full force and effect.

(Signatures on following page)

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BORROWER:

UNIVERSAL IMAGING HOLDINGS, LLC, a Florida limited liability company

Ву;

UNIVERSAL IMAGING MANAGEMENT, INC., a Florida corporation, as Manager

By: Kumar Chittipeddi, as President

GRANTOR:

UNIVERSAL IMAGING HOLDINGS, LLC, a Florida limited liability company

By:

UNIVERSAL IMAGING MANAGEMENT, INC., a Florida corporation, as Manager

By Kumar Chittipeddi as President

Rumar Chittipeddi, as President

INNOVATIVE CARTRIDGE TECHNOLOGIES, INC., a Florida corporation

By: Steven Mille

Steven Miller, President

SECURED PARTY:

WHITNEY NATIONAL BANK

Dayl Adamson Vice Presider

Christopher Pennewill, VP

JOINDER AND CONSENT

This Agreement is hereby joined in and consented to by INDUSTRIAL ENGINEERING & DEVELOPMENT, INC., a Florida corporation and 10166 CORPORATION, a Florida corporation.

INDUSTRIAL ENGINEERING & DEVELOPMENT, INC., a Florida corporation

Steven Miller, President

10166 CORPORATION, a Florida corporation

Steven Miller, President

SCHEDULE 1

Mailing addresses and principal place of business:

UNIVERSAL IMAGING HOLDINGS, LLC, a Florida limited liability company 2202 N. Westshore Blvd. Tampa, FL 33607

INNOVATIVE CARTRIDGE TECHNOLOGIES, INC., a Florida corporation 10166 66th Street North Pinellas Park, FL 33782

INDUSTRIAL ENGINEERING & DEVELOPMENT, INC., a Florida corporation 10166 66th Street North Pinellas Park, FL 33782

10166 CORPORATION, a Florida corporation 10166 66th Street North Pinellas Park, FL 33782

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RECORDED: 06/17/2010

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