

**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
Mallet and Company, Inc.	09/29/2010
ICV Mallet Holdings, Inc.	09/29/2010
ICV Mallet Intermediate Holdings, Inc.	09/29/2010

**RECEIVING PARTY DATA**

Name:	Amalgamated Bank, as Administrative Agent
Street Address:	275 Seventh Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10001

**PROPERTY NUMBERS Total: 2**

Property Type	Number
Patent Number:	5503866
Patent Number:	4753742

**CORRESPONDENCE DATA**

Fax Number: (617)574-4112  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: smordas@goulstonstorrs.com  
 Correspondent Name: Stacey Mordas  
 Address Line 1: 400 Atlantic Avenue  
 Address Line 4: Boston, MASSACHUSETTS 02110-3333

NAME OF SUBMITTER:	Stacey A. Mordas
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Total Attachments: 9  
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OP \$80.00 5503866

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**PATENT  
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of September 29, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Amalgamated Bank acting through its Amalgamated Capital division (“Amalgamated”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below).

**WITNESSETH:**

WHEREAS, pursuant to the Credit Agreement, dated as of September 29, 2010, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Mallet and Company, Inc., a Pennsylvania corporation (“Mallet”), ICV Mallet Intermediate Holdings, Inc., a Delaware corporation (collectively with Mallet, the “Borrower”), ICV Mallet Holdings, Inc., a Delaware corporation, the Lenders and the L/C Issuers from time to time party thereto and Administrative Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of September 29, 2010, in favor of the Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations of the other Loan Parties; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make or continue to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

2. Grant of Security Interest in Intellectual Property Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Administrative Agent, for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”):

(a) Copyrights.

(i) all of its Copyrights and all IP Licenses providing for the grant by or to such Grantor of any right under any Copyright, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(b) Patents.

(i) all of its Patents and all IP Licenses providing for the grant by or to such Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(iii) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

(c) Trademarks.

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof, other than, in each case, with respect to Excluded Property.

3. Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

5. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MALLET AND COMPANY, INC.  
as Grantor (effective upon and simultaneously with the consummation of the acquisition under the Acquisition Agreement)

By: 

Name: Robert I. Mallet  
Title: Chief Executive Officer

ICV MALLET INTERMEDIATE HOLDINGS, INC.  
as Grantor

By: \_\_\_\_\_  
Name: Ira Moreland  
Title: Treasurer

ICV MALLET HOLDINGS, INC.  
as Grantor

By: \_\_\_\_\_  
Name: Ira Moreland  
Title: Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

AMALGAMATED BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

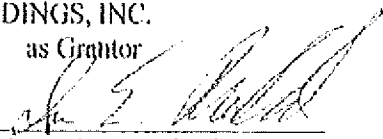
IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

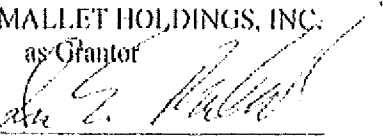
MALLET AND COMPANY, INC.  
as Grantor (effective upon and  
simultaneously with the consummation of  
the acquisition under the Acquisition  
Agreement)

By: \_\_\_\_\_  
Name: Robert L. Mallet  
Title: Chief Executive Officer

ICV MALLET INTERMEDIATE  
HOLDINGS, INC.  
as Grantor

By:   
Name: Ira Moreland  
Title: Treasurer

ICV MALLET HOLDINGS, INC.  
as Grantor

By:   
Name: Ira Moreland  
Title: Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

AMALGAMATED BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MALLET AND COMPANY, INC.  
as Grantor (effective upon and  
simultaneously with the consummation of the  
acquisition under the Acquisition Agreement)

By: \_\_\_\_\_  
Name: Robert I. Mallet  
Title: Chief Executive Officer

ICV MALLET INTERMEDIATE HOLDINGS,  
INC.  
as Grantor

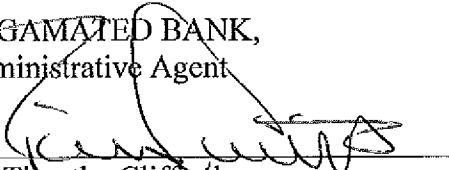
By: \_\_\_\_\_  
Name: Ira Moreland  
Title: Treasurer

ICV MALLET HOLDINGS, INC.  
as Grantor

By: \_\_\_\_\_  
Name: Ira Moreland  
Title: Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

AMALGAMATED BANK,  
as Administrative Agent

By:   
Name: Timothy Clifford  
Title: Executive Vice President and  
Head of Amalgamated Capital

[SIGNATURE PAGE OF ADMINISTRATIVE AGENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]



**SCHEDULE 1A**

**Copyrights**

None.

**SCHEDULE 1B**

**Patents<sup>1</sup>**

1. United States Patent and Trademark Office Patent #5,503,866
2. United States Patent and Trademark Office Patent #4,753,742

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<sup>1</sup> Patents are the sole property of Mallet and Company, Inc.

**SCHEDULE 1C**

**Trademarks**

None.