

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
FCI HOLDINGS DELAWARE, INC.	04/27/2011

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION, AS AGENT
Street Address:	500 FIRST AVENUE
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15219

PROPERTY NUMBERS Total: 89

Property Type	Number
Application Number:	12444918
Application Number:	11355607
Application Number:	12203365
Application Number:	12731531
Application Number:	12039228
Application Number:	11816860
Application Number:	09043708
Application Number:	29343870
Application Number:	29356638
Application Number:	12865288
Application Number:	11880468
Application Number:	12192526
Application Number:	29358130
Application Number:	12424974
Application Number:	12023198

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PATENT  
REEL: 026205 FRAME: 0001

OP \$3560.00 12444918

Application Number:	08173470
Application Number:	90006362
Application Number:	08061841
Application Number:	08156066
Application Number:	08612128
Application Number:	08601991
Application Number:	08585319
Application Number:	08652791
Application Number:	09490344
Application Number:	10071631
Application Number:	08659076
Application Number:	11012265
Application Number:	12815368
Application Number:	08848398
Application Number:	08967220
Application Number:	61369317
Application Number:	61351328
Application Number:	07790242
Application Number:	07722125
Application Number:	11890800
Application Number:	10292637
Application Number:	09660819
Application Number:	12714139
Application Number:	09229709
Application Number:	09798143
Application Number:	09825798
Application Number:	12772406
Application Number:	11355621
Application Number:	08151791
Application Number:	08142710
Application Number:	07962255
Application Number:	10213581
Application Number:	12023195
Application Number:	12547904
Application Number:	12851740

	12758221
Application Number:	08433865
Application Number:	12968459
Application Number:	11788386
Application Number:	08659040
Application Number:	09192743
Application Number:	11732067
Application Number:	08806632
Application Number:	08004076
Application Number:	61372210
Application Number:	11232163
Application Number:	08972283
Application Number:	11474006
Application Number:	08176724
Application Number:	08863828
Application Number:	61388789
Application Number:	07703162
Application Number:	08509381
Application Number:	12851000
Application Number:	10457840
Application Number:	12543220
Application Number:	11500173
Application Number:	12147981
Application Number:	61370604
Application Number:	09019643
Application Number:	09384524
Application Number:	11424778
Application Number:	12481017
PCT Number:	US1037749
Application Number:	11064426
Application Number:	10371377
Application Number:	10687960
Application Number:	10858621
Application Number:	11053086
Application Number:	11544321

	11555870
Application Number:	12873887
PCT Number:	US1047512
Application Number:	09019731

# **CORRESPONDENCE DATA**

Fax Number: (412)594-5619

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

Phone: 4125943915

Email: lkim@tuckerlaw.com

Correspondent Name: Lee Kim

Address Line 1: 1500 One PPG Place

Address Line 2: Tucker Arensberg, PC

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	00011-119730
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NAME OF SUBMITTER:	LEE KIM
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## **Total Attachments: 21**

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## **PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

Patent, Trademark and Copyright Security Agreement, dated the 27<sup>th</sup> day of April, 2011 made by FCI HOLDINGS DELAWARE, INC. a Delaware corporation (the "Grantor"), for the benefit of PNC Bank, National Association, as agent for the Banks (as hereinafter defined) ("Security Agreement").

### **W I T N E S S E T H:**

WHEREAS, pursuant to a certain Second Amended and Restated Revolving Credit Term Loan and Security Agreement, dated of even date herewith, by and among the Borrowers (as defined therein), PNC Bank, National Association ("PNC Bank"), and various other financial institutions from time to time (PNC Bank and such other financial institutions are each a "Bank" and collectively, the "Banks"), PNC Bank, as agent for the Banks (in such capacity, the "Agent") (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") (i) the Banks have agreed to extend credit to the Borrowers and (ii) the Grantor has agreed, among other things, to grant to the Agent (for its benefit and for the benefit of the Banks) a security interest in certain of its assets, including, without limitation, its patents, patent applications, service marks, service mark applications, service names, trademarks, trademark applications, trade names, goodwill and copyrights, copyright applications and copyright registrations pursuant to the terms and conditions of this Security Agreement; and

WHEREAS, the Grantor is a wholly-owned subsidiary of Frank Calandra, Inc., one of the Borrowers, and under the terms of the Credit Agreement the Borrower may borrow amounts available under the Credit Agreement for its general corporate purposes, including, without limitation, making advances to the Grantor; and

WHEREAS, the Borrower and the Grantor are engaged in related businesses, and the ability of the Borrower to borrow from time to time under the Credit Agreement is expected to be of direct and indirect material benefit to the Grantor; and

WHEREAS, the Grantor has determined, reasonably and in good faith, that (a) the Grantor will receive a material benefit from executing and delivering this Security Agreement to secure the Obligations of the Borrower under the Credit Agreement, (b) the Grantor has adequate capital to conduct its business as presently conducted and as proposed to be conducted, (c) it will be able to meet its obligations hereunder and in respect of its existing and future indebtedness and liabilities (contingent or otherwise) as and when the same shall become due and payable, and (d) it is otherwise Solvent; and

WHEREAS, as an absolute condition precedent to extending and continuing credit to the Borrowers pursuant to the Credit Agreement, the Banks have required, inter alia, that the Grantor execute and deliver to the Agent, for the benefit of the Banks, this Security Agreement; and

WHEREAS, the Grantor has determined that the execution and delivery of this Security Agreement is in its best interests and that it will derive substantial benefit, whether directly or indirectly, from the making of this Security Agreement, having regard for all relevant facts and circumstances.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor agrees as follows:

1. Incorporation of the Credit Agreements. The Credit Agreement is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

2. Security Interest in Patents. To secure the complete and timely satisfaction of the Obligations (as defined in the Credit Agreements), the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Schedule A, attached hereto and made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Patents").

3. Security Interest in Licenses. To secure the complete and timely satisfaction of the Obligations, the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor's right, title and interest in and to all of its license agreements with any other party whether the Grantor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule D attached hereto and made a part hereof, now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter collectively referred to as the "Licenses").

4. Security Interest in Trademarks and Goodwill. To secure the complete and timely satisfaction of the Obligations, the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable Law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a Lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule B, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with

respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications, together with the items described in clauses (a) – (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of the Grantor 's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

5. Security Interest in Copyrights. To secure the complete and timely satisfaction of the Obligations, the Grantor hereby grants and conveys to the Agent (for its benefit and for the benefit of the Banks) a Lien in all of the Grantor 's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed copyrights, original works of authorship fixed in any tangible medium of expression and all registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Copyright Office, listed on Schedule C, attached hereto and made a part hereof, and (a) all extensions and renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing copyrights, together with the items described in (a) – (d) are hereinafter individually and/or collectively referred to as the "Copyrights").

6. Restrictions on Future Security Interests. The Grantor agrees that until the Obligations shall have been satisfied in full and the Credit Agreement and all Other Documents (as defined in the Credit Agreement) shall have been terminated, the Grantor will not, without the Agent's prior written consent, enter into any other agreement granting any Lien or security interest in or relating to the Patents, Licenses, Trademarks or Copyrights and the Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights granted to the Agent (for its benefit and for the benefit of the Banks) under this Security Agreement.

7. Patents, Licenses, Trademarks and Copyrights. The Grantor represents and warrants that the Patents, Licenses, Trademarks and Copyrights of the Grantor listed on Schedules A, B, C and D respectively, constitute all of the Patents, Licenses, Trademarks and Copyrights now owned by the Grantor reasonably necessary for the operation of its business as presently conducted and as presently planned to be conducted. The Grantor hereby authorizes the Agent as its attorney in fact to modify this Security Agreement by amending Schedules A, B, C and/or D, as applicable, to include any future Patents, Licenses, Trademarks and Copyrights, as applicable, of the Grantor under Paragraphs 2, 3, 4 and 5 above or under this Paragraph 7, and to file or refile this Security Agreement with the United States Patent and Trademark Office and/or Copyright Office, as the case may be.

8. Representations and Warranties. The Grantor represents and warrants to and agrees with the Agent that, except as otherwise set forth in the schedules hereto:

(i) To the Grantor's knowledge, the Patents, Licenses, Trademarks and Copyrights set forth on Schedules A, B, C and D are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) To the Grantor's knowledge, each of the Patents, Licenses Trademarks and Copyrights set forth on Schedules A, B, C and D are valid and enforceable;

(iii) The Grantor is the owner of the Patents, Trademarks and Copyrights set forth on Schedules A, B, C and D and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which the Grantor is a party or any judgment or decree by which the Grantor is bound and does not require any consent under any other agreement to which the Grantor is a party or by which the Grantor is bound. The Grantor hereby authorizes the Patent and Trademark Office and the Copyright Office to issue any and all Patents on said inventions and any and all certificates of registration on all Trademarks and Copyrights to the Agent (for its benefit and for the benefit of the Banks) following the occurrence of an Event of Default that is continuing as the grantee of the pledge of the Grantor's entire interest;

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Patents, Licenses, Trademarks or Copyrights or any part thereof and the same are free from all Liens of any kind, including, but not limited to, copyrights, shop rights and covenants not to sue third persons, except as may be otherwise set forth in the Credit Agreement; and

(vi) To the Grantor's knowledge, the Licenses are valid and binding agreements enforceable according to their terms. Each of the Licenses is in full force and effect and has not been amended or abrogated and there is no default under any of the Licenses.

9. Royalties; Terms. The Grantor hereby agrees that the use by the Agent (for its benefit and for the benefit of the Banks) of all Patents, Licenses, Trademarks and Copyrights of the Grantor as described above shall be worldwide and without any liability for royalties or other related charges from the Agent or the Banks to the Grantor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Patents, Licenses, Trademarks and Copyrights assigned hereunder or (ii) the Obligations have been satisfied in full and the Credit Agreement and all Other Documents have been terminated.

10. Continuing Validity of Obligations. The agreements and obligations of the Grantor hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Credit Agreement, the Notes (as defined in the Credit Agreement) or any other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or of the Other Documents (as defined in the Credit Agreement) or any other agreement or agreements now or hereafter entered into by the Agent and any Loan Party pursuant to which the Obligations or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such

agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Obligations or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Obligations in whole or in part, (ii) any extension of the time of payment of the Notes (as defined in the Credit Agreement) or other instrument or instruments now or hereafter evidencing the Obligations, or any part thereof, (iii) any compromise or settlement with respect to the Obligations or any part thereof, or any forbearance or indulgence extended to the Grantor, (iv) any amendment to or modification of the terms of the Notes (as defined in the Credit Agreement) or other instrument or instruments now or hereafter evidencing the Obligations or any part thereof or any other agreement or agreements now or hereafter entered into by the Agent or any Bank and any Loan Party pursuant to which the Obligations or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Patents, Licenses, Trademarks and Copyrights or any other property or any security for the payment of the Obligations or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against any Loan Party, (vii) any dissolution, liquidation or termination of the Grantor for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of the Grantor hereunder, would or might otherwise be released or discharged. The Grantor hereby waives notice of the acceptance of this Security Agreement by the Agent.

11. Duties of the Grantor. Except as may be otherwise agreed to by the Agent, the Grantor shall have the duty to (i) prosecute diligently any patent application of the Patents made by it and any trademark or service mark application or copyright application made by it pending as of the date hereof or thereafter until the Obligations shall have been satisfied in full and the Credit Agreements shall have terminated, (ii) make application on unpatented but patentable inventions, on trademarks and service marks and on copyrights, as appropriate, (iii) preserve and maintain all of its rights in patent applications and patents of the Patents; trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks; and copyright applications and copyright registrations of the Copyrights in accordance with its customary practices in the ordinary course of business, and (iv) to take all reasonable steps necessary to ensure that the Copyrights do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses incurred in connection with the duties set forth in this Paragraph 11 shall be borne by the Grantor. The Grantor shall not abandon any right to file a patent application, trademark application or copyright application, or any pending patent application, trademark application, copyright application, Patent, Trademark, nor Copyright without the consent of the Agent.

12. Financing Statements; Documents. The Grantor hereby authorizes the Agent to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Agent and the Grantor will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Agent. The Grantor will execute and deliver to the Agent from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional

Security Agreements to be filed with the United States Patent and Trademark Office or Copyright Office, as the Agent may require for the purpose of confirming the Agent's (for its benefit and for the benefit of the Banks) security interest in the Patents, Licenses, Trademarks and Copyrights.

13. Rights of the Grantor and/or the Agent to Sue. The Grantor may enforce its rights in the Patents, Licenses, Trademarks and Copyrights of the Grantor with or without the Agent's participation. If requested by the Grantor, the Agent shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Agent shall have the same rights, if any, as the Grantor has, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Licenses, Trademarks and Copyrights of the Grantor, and any licenses thereunder, and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Grantor shall promptly, upon demand and as part of the Obligations, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Paragraph 13.

14. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Obligations and performance of all obligations of the Loan Parties under the Credit Agreement, this Security Agreement shall terminate and be of no further force and effect and at the request of the Grantor, the Agent (on its behalf and on behalf of the Banks) shall thereupon terminate its security interest in the Patents, Licenses, Trademarks and Copyrights. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Grantor may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Agent to take any action whatsoever with respect to the Patents, Licenses, Trademarks and Copyrights or to incur expenses or perform or discharge any obligation, duty or disability of the Grantor.

15. Waivers. No course of dealing between the Loan Parties and the Agent nor any failure to exercise nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

17. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 7 hereof or by a writing signed by the parties hereto.

18. Cumulative Remedies; Effect on Other Documents. All of the Agent's rights and remedies with respect to the Patents, Licenses, Trademarks and Copyrights, whether established hereby, by the Credit Agreement or any Other Document (as defined in the Credit Agreement) or Loan Document or by any other agreements or by applicable law shall be cumulative and may be exercised singularly or concurrently. The Grantor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or the Other Documents (as defined in the Credit Agreement) but rather is intended to facilitate the exercise of such rights and remedies.

19. Binding Effect; Benefits. This Security Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent (for its benefit and for the benefit of the Banks) and its successors and assigns.

20. Governing Law. This Security Agreement has been delivered and accepted in Pittsburgh, Pennsylvania and shall be governed by and construed in accordance with the Laws of the Commonwealth of Pennsylvania without regard to the conflict of Law provisions thereof.

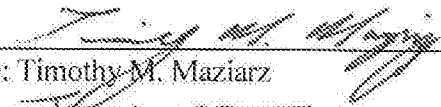
21. Notices. All notices, statements, requests and demands and other communications given to or made upon the Grantor, the Agent or the Banks in accordance with the provision of this Agreement shall be given or made as provided in the Credit Agreement.

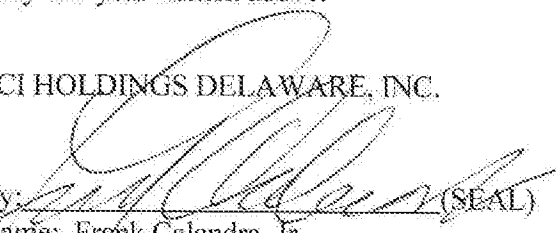
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IN WITNESS WHEREOF, and intending to be legally bound, the undersigned has executed and delivered this Security Agreement on the day and year written above.

WITNESS:

FCI HOLDINGS DELAWARE, INC.

  
Name: Timothy M. Maziarz  
Title: President

By:  (SEAL)  
Name: Frank Calandra, Jr.  
Title: President

## ACKNOWLEDGMENT

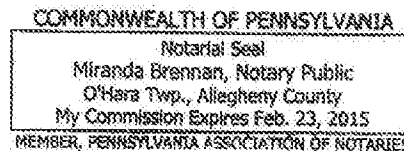
COMMONWEALTH OF PENNSYLVANIA )  
 )  
COUNTY OF Allegheny ) SS:

On this 21<sup>th</sup> day of April, 2011, before me, the undersigned officer, a Notary Public, personally appeared Frank Calandra, Jr., who being duly sworn, did acknowledge himself to be the President of FCI HOLDINGS DELAWARE, INC., a Delaware corporation, and that he, as such officer, being authorized to do so executed the foregoing instrument for the purposes therein contained.

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

Miranda Brenna  
Notary Public

My Commission Expires: \_\_\_\_\_



# Schedule A

## PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Publication Number</u>	<u>Patent Number</u>	<u>Issue Date</u>
BREAKABLE ROCK BOLT	12/444,918	10-11-2007	US 2010-0028088 A1	-	-
CABLE BULBING APPARATUS AND METHOD FOR FORMING BULBS IN A CABLE BOLT	11/355,607	02-16-2006	US 2006-0180230 A1	7,562,550	07-21-2009
END COUPLING FOR A ROCK BOLT	12/203,365	09-03-2008	US 2009-0074517 A1	7,896,579	03-01-2011
ENGAGEMENT HEAD FOR TENSIONING ASSEMBLY	12/731,531	03-25-2010	US 2010-0266345 A1	-	-
CABLE BOLT	12/039,228	02-28-2008	US 2008-0247828 A1	-	-
RESIN GROUTABLE EXPANSION ANCHOR AND METHOD OF INSTALLING SAME	11/816,860	02-23-2006	US 2008-0260472 A1	-	-
METHOD FOR REINFORCING ROCK WITH A TENDON	09/043,708	03-30-1998	-	6,030,151	02-29-2000
PLATE	29/343,870	09-21-2009	-	D628,047	11-30-2010
PROFILED DRIVER	29/358,130	03-23-2010	-	-	-
PROFILED NUT	29/356,638	03-01-2010	-	-	-
ROCK BOLT ASSEMBLY	12/865,288	01-30-2009	US 2010-0310323 A1	-	-
ROCK BOLT	11/880,468	07-20-2007	US 2008-0038068 A1	-	-
SELF DRILLING	12/192,526	08-15-2008	US 2009-0074516 A1	-	-

ROCK BOLT							
TENSION ASSEMBLY	12/424,974		04-16-2009	US 2009-0317197 A1	-		-
TENSIONING ASSEMBLY FOR A CABLE BOLT	12/023,198		01-31-2008	US 2008-0179575 A1	7,927,044		04-19-2011
BEARING PLATE WITH A CONTINUOUS ELLIPTICAL EMBOSSEMENT	08/173,470		12-23-1993	-	5,445,477		08-29-1995
BEARING PLATE	90/006,362		08-23-2002	-	RE35,902 C1		03-21-2006
BEARING PLATE	08/061,841		05-14-1993	-	5,292,209		03-08-1994
BEARING PLATE	08/156,066		11-22-1993	-	5,385,433		01-31-1995
BEARING PLATE	08/612,128		03-07-1996	-	RE35,902		09-22-1998
CABLE BOLT DRIVER	08/601,991		02-15-1996	-	5,741,092		04-21-1998
CABLE BOLT HEAD	08/585,319		01-11-1996	-	6,056,482		05-02-2000
CABLE BOLT HEAD	08/652,791		05-23-1996	-	5,829,922		11-03-1998
CABLE BOLT HEAD	09/490,344		01-24-2000	-	6,322,290		11-27-2001
CABLE BOLT WITH MIXING DELAY DEVICE	10/071,631		02-07-2002	-	6,612,783		09-02-2003
CABLE TENSIONING DOME PLATE	08/659,076		06-03-1996	-	5,769,570		06-23-1998
COATED MINING BOLT	11/012,265		12-16-2004	-	7,736,738		06-15-2010
COATED MINING BOLT	12/815,368		06-14-2010	US 2010-0252953 A1	-		-
COMBINATION BOLT SYSTEM	08/848,398		05-08-1997	-	5,954,455		09-21-1999
METHOD OF ROOF CONTROL IN AN UNDERGROUND MINE	08/967,220		10-29-1997	-	5,824,912		10-20-1998
ENGINEERED MINE	61/369,317		07-30-2010	-	-		-

SEAL						
EXPANDABLE BOLT WITH SHIELDED TIP	61/351,328		06-04-2010	-	-	-
EXPANSION SHELL ASSEMBLY	07/790,242		11-08-1991	-	5,184,923	02-09-1993
EXPANSION ASSEMBLY	07/722,125		06-27-1991	-	5,244,314	09-14-1993
EXPANSION BAIL ANCHOR AND METHOD	11/890,800		08-07-2007	US 2009-0041550 A1	-	-
FRICTIONAL MINING BOLT	10/292,637		11-13-2002	US 2004-0091323 A1	6,935,811	08-30-2005
GRIT SURFACE CABLE PRODUCTS	09/660,819		09-13-2000	-	6,527,482	03-04-2003
IMPACT RESISTANT LAGGING, METHOD FOR DESIGNING IMPACT RESISTANT LAGGING, AND APPARATUS FOR TESTING IMPACT RESISTANT LAGGING	12/714,139		02-26-2010	US 2010-0266349 A1	-	-
CHANNEL AND BEARING PLATE ASSEMBLY	09/229,709		01-13-1999	-	6,146,056	11-14-2000
IMPROVED FLANGE NUT FOR MINE ROOF BOLT	09/798,143		03-02-2001	US 2001-0026746 A1	6,619,888	09-16-2003
THREE-PRONG SHELL	09/825,798		04-04-2001	-	6,599,059	07-29-2003
INJECTION MOLDED TORQUE NUT WITH INTERNAL RECESSION	12/772,406		05-03-2010	-	-	-

TORQUE NUT HAVING AN INJECTION MOLDED BREAKAWAY INSERT	11/355,621	02-16-2006	US 2006-0210374 A1	7,775,754	08-17-2010
LONGWALL MINING ROOF CONTROL SYSTEM	08/151,791	11-12-1993	-	5,425,601	06-20-1995
METHOD FOR FABRICATING A TRUSS MEMBER FOR A MINE ROOF SUPPORT	08/142,710	10-26-1993	-	5,450,663	09-19-1995
METHOD AND APPARATUS FOR SUPPORTING A MINE ROOF	07/962,255	10-16-1992	-	5,302,056	04-12-1994
METHOD OF ROOF INSTABILITY RATING	10/213,581	08-06-2002	US 2003-0036851 A1	6,832,165	12-14-2004
MINE ROOF AND RIB SUPPORT DEVICE	12/023,195	01-31-2008	US 2009-0285641 A1	7,794,181	09-14-2010
MINE ROOF AND RIB SUPPORT WITH REINFORCED CHANNEL	12/547,904	08-26-2009	US 2010-0054870 A1	-	-
MINE ROOF AND RIB SUPPORT DEVICE	12/851,740	08-06-2010	-	-	-
MINE ROOF AND RIB SUPPORT WITH VERTICAL BOLT	12/758,221	04-12-2010	-	-	-
MINE ROOF BOLT ASSEMBLY	08/433,865	05-02-1995	-	5,556,234	09-17-1996

MINE ROOF BOLT WITH END FITTING	12/968,459	12-15-2010	-	-	-
MINE ROOF BOLT WITH RESIN CONTROL SURFACE	11/788,386	04-19-2007	US 2008-0260471 A1	7,566,189	07-28-2009
MINE ROOF SUPPORT SYSTEM	08/659,040	06-03-1996	-	5,836,720	11-17-1998
MINE ROOF SUPPORT SYSTEM	09/192,743	11-16-1998	-	5,967,703	10-19-1999
MINE SUPPORT HAVING A LINEARLY MOVEABLE AND/OR PIVOTING END PLATE	11/732,067	04-02-2007	US 2008-0240868 A1	-	-
MULTI-PIECE SPLIT BAIL EXPANSION ANCHOR	08/806,632	02-26-1997	-	5,762,451	06-09-1998
NON-METALLIC REINFORCING ROD AND METHOD OF USE IN SUPPORTING A ROCK FORMATION	08/004,076	01-13-1993	-	5,314,268	05-24-1994
NON-TENSIONED FULLY GROUTED CABLE BOLT	61/372,210	08-10-2010	-	-	-
PILLAR CABLE TRUSS SYSTEM	08/972,283	11-18-1997	-	5,957,627	09-28-1999
POINT ANCHOR COATED MINE ROOF BOLT	11/232,163	09-21-2005	US 2006-0078391 A1	7,073,982	07-11-2006
POINT ANCHOR COATED MINE ROOF BOLT	11/474,006	06-23-2006	-	7,296,950	11-20-2007
PROCESS OF	08/176,724	01-03-1994	-	5,437,830	08-01-1995

MAKING A ROD FOR USE IN REINFORCING AN UNDERGROUND ROCK FORMATION						
REBAR WITH VANADIUM ALLOY	08/863,828		05-27-1997	-	5,851,481	12-22-1998
ROOF AND RIB SUPPORT HAVING REVERSE C-CHANNEL	61/388,789		10-01-2010	-	-	-
ROOF CONTROL SYSTEM	07/703,162		05-20-1991	-	5,232,311	08-03-1993
ROOF CONTROL SYSTEM	08/509,381		07-31-1995	-	RE36,019	12-29-1998
SPLICE TUBE WITH WEDGE RETAINING CAPS	12/851,000		08-05-2010	-	-	-
SQUARE EMBOSSED ROOF AND RIB PLATE	10/457,840		06-09-2003	US 2004-0018062 A1	7,284,933	10-23-2007
STRESS, GEOLOGIC, AND SUPPORT ANALYSIS METHODOLOGY FOR UNDERGROUND OPENINGS	12/543,220		08-18-2009	US 2010-0042381 A1	-	-
SYSTEM AND METHOD FOR MINE ROOF COUNTER BORE AND CABLE BOLT HEAD SECUREMENT THEREIN	11/500,173		08-07-2006	US 2007-0036617 A1	-	-
SYSTEM AND	12/147,981		06-27-2008	US 2009-0003940 A1	-	-

METHOD FOR MINE ROOF COUNTER BORE AND CABLE BOLT HEAD SECUREMENT THEREIN						
TENSIONABLE CABLE BOLT WITH CRIMPED SHAFT	61/370,604	08-04-2010	-	-	-	-
TENSIONABLE CABLE BOLT	09/019,643	02-06-1998	-	6,074,134	06-13-2000	
TENSIONABLE CABLE BOLT	09/384,524	08-27-1999	-	6,270,290	08-07-2001	
TOUGHENED POLYETHYLENE TEREPHTHALATE	11/424,778	06-16-2006	US 2006-0258782 A1	7,351,756	04-01-2008	
TRUSS SHOE WITH WEDGE RETAINING SLEEVE	12/481,017	06-09-2009	US 2010-0310325 A1	-	-	
TRUSS SHOE WITH WEDGE RETAINING SLEEVE	PCT/US10/37749	06-08-2010	-	-	-	
TRUSS SHOE	11/064,426	02-23-2005	US 2005-0201837 A1	7,261,494	08-28-2007	
YIELDABLE PROP	10/371,377	02-21-2003	US 2003-0161693 A1	7,334,968	02-26-2008	
YIELDABLE PROP	10/687,960	10-17-2003	US 2004-0081518 A1	7,114,888	10-03-2006	
YIELDABLE PROP HAVING A YIELD SECTION	10/858,621	06-02-2004	US 2004-0223815 A1	7,134,810	11-14-2006	
YIELDABLE PROP	11/053,086	02-08-2005	US 2005-0141971 A1	7,360,971	04-22-2008	
YIELDABLE PROP HAVING A RESTRAINT ARRANGEMENT	11/544,321	10-06-2006	US 2007-0031197 A1	7,445,408	11-04-2008	
YIELDABLE PROP HAVING A YIELD SECTION	11/555,870	11-02-2006	US 2007-0059109 A1	7,390,147	06-24-2008	

YIELDING BOLT AND ASSEMBLY	12/873,887	09-01-2010	US 2011-0052332 A1	-	-	-
YIELDING BOLT AND ASSEMBLY	PCT/US10/47512	09-01-2010	-	-	-	-
TENSIONABLE CABLE BOLT WITH MIXING ASSEMBLY	09/019,731	02-06-1998	-	5,919,006	07-06-1999	

**Schedule B**

**TRADEMARKS**

**PENDING AND REGISTERED TRADEMARKS**

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
BIG JOHN	76383158	2002-03-15	2680601	2003-01-28
BUDDY BAR	78415950	2004-05-10	2983199	2005-08-09
BUDDY NUT	78644478	2005-06-06	3532449	2008-11-11
BYTM	78735158	2005-10-18	3304017	2007-10-02
CABLE OX	75809966	1999-09-28	2747617	2003-08-05
COMBINATION	73265642	1980-06-09	1165222	1981-08-18
CRATER PLATE	77186855	2007-05-22	3627632	2009-05-26
DO BOLT	77827465	2009-09-16	-	-
FRICTION-LOK	75246822	1997-02-24	2140731	1998-03-03
IMPACT RESISTANT LAGGING	85220743	2011-01-19	-	-
INST'AL	73582453	1986-02-12	1442704	1987-06-16
INSTAL	73742975	1988-07-29	1549696	1989-08-01
INSTAL CABLE	78735189	2005-10-18	3366810	2008-01-08
INSTAL-PLUS	78761565	2005-11-28	3545213	2008-12-09
IRL	85220758	2011-01-19	-	-
J-BAR	75428429	1998-02-03	2240588	1999-04-20
J-CRIB	85066189	2010-06-18	3916788	2011-02-08
J-SEAL	85066216	2010-06-18	3916789	2011-02-08
JENNCHEM	77796385	2009-08-04	-	-
JENNMAR	85049491	2010-05-27	3934081	2011-03-22
JM and Design	78452075	2004-07-16	3067537	2006-03-14
JM CABLE	74702099	1995-07-17	2065706	1997-05-27
JM STEEL	77009644	2006-09-28	3270984	2007-07-31

SPECIALTY PRODUCTS USA and Design					
JM STEEL USA and Design	78565446	2005-02-11	3288693	2007-09-04	
JM USA and Design	78452796	2004-07-19	3057248	2006-02-07	
JM-TRUSS	74609380	1994-12-12	1938570	1995-11-28	
JMS CABLE	75193965	1996-11-06	2123406	1997-12-23	
LITTLE JOHN	76383455	2002-03-15	2765383	2003-09-16	
PYTHON	85140011	2010-09-28	-	-	
RIP	77903310	2009-12-31	-	-	
SAFE-T-CAP	85140000	2010-09-28	-	-	
SGS	77664788	2009-02-06	-	-	
SHADOW PLATE	78938796	2006-07-27	3367186	2008-01-08	
STRESS, GEOLOGIC AND SUPPORT	7664803	2009-02-06	-	-	
SUPER TWIST	78735171	2005-10-18	3304018	2007-10-02	
SUPER TWIST	77192059	2007-05-29	3535960	2008-11-25	
BYTM	78735158	2005-10-18	3304017	2007-10-02	
PH	77793418	2009-07-30	3752281	2010-02-23	

**Schedule C**

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**Title**

**Registration Date**

**Registration Number**

**Schedule D****LICENSE AGREEMENTS**

<b><u>Title of Document</u></b>	<b><u>Licensor</u></b>	<b><u>Licensee</u></b>	<b><u>Date of Execution</u></b>
License Agreement	FCI Holdings Delaware, Inc.	Jennmar Corporation of East Virginia, Inc.	1-1-2010
License Agreement	FCI Holdings Delaware, Inc.	Jennmar of Kentucky, Inc.	1-1-2010
License Agreement	FCI Holdings Delaware, Inc.	Jennmar of Pennsylvania, LLC	1-1-2010
License Agreement	FCI Holdings Delaware, Inc.	Jennmar Corporation of Utah Inc.	1-1-2010
License Agreement	FCI Holdings Delaware, Inc.	Jennmar Corporation of Virginia, Inc.	1-1-2010
License Agreement	FCI Holdings Delaware, Inc.	Jennmar Corporation of West Virginia, Inc.	1-1-2010

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