

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
Pollock Investments Incorporated	12/06/2010
RECEIVING PARTY DATA	
Name:	PNC Bank National Association
Street Address:	2100 Ross Avenue, Suite 1850
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D565652
CORRESPONDENCE DATA	
Fax Number:	(214)939-5849
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214.939.5827
Email:	elizabeth.helm@klgates.com
Correspondent Name:	Elizabeth Helm
Address Line 1:	1717 Main Street, Suite 2800
Address Line 4:	Dallas, TEXAS 75201
ATTORNEY DOCKET NUMBER:	1287254.24
NAME OF SUBMITTER:	Elizabeth Helm

Total Attachments: 12
 source=pollockipsa#page1.tif
 source=pollockipsa#page2.tif
 source=pollockipsa#page3.tif
 source=pollockipsa#page4.tif
 source=pollockipsa#page5.tif

501536690

PATENT
REEL: 026305 FRAME: 0921

CH \$40.00 D565652

source=pollockipsa#page6.tif
source=pollockipsa#page7.tif
source=pollockipsa#page8.tif
source=pollockipsa#page9.tif
source=pollockipsa#page10.tif
source=pollockipsa#page11.tif
source=pollockipsa#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Security Agreement”) is made as of December 6, 2010, by and between Pollock Investments Incorporated, a Delaware corporation (“Pledgor”) and PNC Bank, National Association, as Agent (“Agent”) for itself and the lenders from time to time party to the Credit Agreement (as defined herein) (“Lenders”).

RECITALS

A. Pledgor, Agent, and Lenders are parties to that certain Revolving Credit and Security Agreement, dated on or about the date hereof (as the same may be modified, amended, supplemented, restated or superseded from time to time, the “Credit Agreement”). Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement.

B. It is a condition to the effectiveness of the Credit Agreement and of Lenders’ obligations to make advances to Pledgor that Pledgor grant to Agent a lien on and security interest in the collateral described herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Collateral Assignment, Patent Mortgage, and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all Obligations, Pledgor hereby grants a security interest and mortgage to Agent for the benefit of Agent and Lenders, as collateral security, in and to Pledgor’s entire right, title and interest in, to and under the following, now or hereafter existing, created, acquired, or held by Pledgor (all of which shall collectively be called the “Intellectual Property Collateral”):

(a) Any and all copyright rights, copyright applications, copyright registrations, copyright recordings and like protections in each work of authorship and derivative work thereof, whether registered or unregistered or published or unpublished and whether or not the same also constitutes a trade secret, held pursuant to the laws of the United States, any State thereof or of any other country or political subdivision thereof, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the “Copyrights”);

(b) any and all trade secrets, and any and all intellectual property rights in computer software and computer software products;

(c) any and all design rights which may be available to Pledgor;

(d) any and all (i) letters patent, including, without limitation, utility patents, design patents, industrial designs and utility model registrations, of the United States or any other country, or any political subdivision thereof, and all reissues and extensions thereof, (ii) applications (including but not limited to provisional applications) for letters patent of the United States or any other country, or any political subdivision thereof, and all divisions,

continuations, continuations-in-part, and continuing applications thereof, and (iii) rights to obtain any reissues, reexaminations or extensions thereof (collectively, the “Patents”) and any and all agreements, whether written or oral, providing for the grant by or to Pledgor of any right to make, use, sell, offer to sell, or import any invention covered in whole or in part by one or more of the Patents and all renewals and extensions thereof (collectively, the “Patent Licenses”), including, without limitation, the Patents and Patent Licenses set forth on Exhibit A attached hereto and incorporated herein by this reference;

(e) any and all trademarks, trade names, corporate names, company names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, all registrations and recordings thereof, and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, and the entire goodwill of the business of Pledgor connected with and symbolized by all such trademarks, including, without limitation, those set forth on Exhibit A attached hereto and incorporated herein by this reference (collectively, the “Trademarks”);

(f) any and all income, royalties, damages, claims, and payments now and hereafter due and payable, including, without limitation, all claims for damages and payments by way of past, present and future infringement, misappropriation, or dilution of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(g) all licenses or other rights to use any of the Copyrights, Patents, or Trademarks, (collectively, the “Intellectual Property”) and all license fees and royalties arising from such use to the extent permitted by such license or rights and not prohibited by applicable law;

(h) all amendments, continuations, renewals, and extensions of any of the Intellectual Property; and

(i) all proceeds and products of the foregoing, including, without limitation, all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

Notwithstanding any of the foregoing, the term “Intellectual Property Collateral” shall not include any general intangibles of Pledgor (whether owned or held as licensee or lessee, or otherwise), to the extent that (i) such general intangibles are not assignable or capable of being encumbered as a matter of law or under the terms of the license, lease or other agreement applicable thereto (but solely to the extent that any such restriction shall be enforceable under applicable law), without the consent of the licensor or lessor thereof or other applicable party thereto and (ii) such consent has not been obtained; provided, however, that the grant of security interest herein shall extend to, and the term “Intellectual Property Collateral” shall include, (A) any and all Proceeds of any general intangibles which are otherwise excluded to the extent

that the assignment or encumbrance of such Proceeds is not so restricted, (B) upon obtaining the consent of any such licensor, lessor or other applicable party's consent with respect to any such otherwise excluded general intangibles, such general intangibles as well as any and all Proceeds thereof that might theretofore have been excluded from such a grant of a security interest and the term "Intellectual Property Collateral" and (C) any general intangible which is an account receivable or proceed of or otherwise related to the enforcement or collection of any account receivable or goods which are the subject of any account receivable.

2. Authorization and Request. Pledgor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this conditional assignment.

3. Covenants and Warranties. Pledgor represents, warrants, covenants, and agrees as follows:

(a) Pledgor is now the sole owner of the Intellectual Property Collateral, except for licenses granted by Pledgor to its customers in the ordinary and normal course of business as now conducted and Permitted Encumbrances;

(b) performance of this Security Agreement does not conflict with or result in a breach of any agreement to which Pledgor is a party or by which Pledgor is bound;

(c) during the term of this Security Agreement, Pledgor will not sell, transfer, assign, or otherwise encumber any interest in the Intellectual Property Collateral, except for (i) licenses granted by Pledgor in the ordinary and normal course of its business as now conducted or as set forth in this Security Agreement or that do not, in the aggregate, impair the Intellectual Property Collateral or result in a Material Adverse Change and (ii) subject to Pledgor's execution of appropriate documents, in form acceptable to Agent, to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral, transfers to affiliates of Pledgor;

(d) to its knowledge, (i) each of the Patents, if any, is valid and enforceable, and there is no Intellectual Property which has been judged invalid or unenforceable, in whole or in part, and (ii) no claim has been made that any part of the Intellectual Property Collateral violates the rights of any third party;

(e) Pledgor shall promptly advise Agent of any changes in the composition of the Intellectual Property Collateral, including but not limited to any subsequent ownership right of Pledgor in or to any Intellectual Property not specified in this Security Agreement;

(f) Pledgor shall (i) protect, defend, and maintain the validity and enforceability of the Intellectual Property, except where the failure to so protect, defend, and maintain would not, in the aggregate, result in a Material Adverse Effect, (ii) use all commercially reasonable efforts to detect infringements of the Intellectual Property and promptly advise Agent in writing of infringements detected and (iii) not allow any of its Intellectual Property to be abandoned, forfeited, or dedicated to the public without the written consent of Agent which shall not be unreasonably withheld;

(g) Pledgor shall promptly register the most recent version of Pledgor's Copyrights and shall, from time to time, execute and file such other instruments, and take such further actions as Agent may request from time to time to perfect or continue the perfection of Agent's interest in the Intellectual Property Collateral;

(h) Pledgor is not party, nor will it, without the prior written consent of Agent, become party in the future, to any license or contract included in the Intellectual Property Collateral which, pursuant to its terms is not assignable (except in the case of Pledgor's customer contracts) or capable of being encumbered;

(i) this Security Agreement creates, and in the case of after acquired Intellectual Property Collateral, will create at the time Pledgor first has rights in such after acquired Intellectual Property Collateral, in favor of Agent a valid and (upon taking appropriate actions) perfected first priority security interest in the Intellectual Property Collateral in the United States securing the payment and performance of all present or future Obligations, subject only to Permitted Encumbrances (as defined in the Credit Agreement);

(j) to its knowledge, except for, and upon, the filings with, as applicable, (1) the United States Patent and Trademark Office, (2) the Register of Copyrights and (3) the UCC Division of the applicable office of the Secretary of State, necessary to perfect the security interests and assignment created hereunder, and except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any United States governmental authority or United States regulatory body is required either (a) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery, or performance of this Security Agreement by Pledgor in the United States or (b) for the perfection in the United States or the exercise by Agent of its rights and remedies hereunder;

(k) all information heretofore, herein, or hereafter supplied to Agent by or on behalf of Pledgor with respect to the Intellectual Property Collateral is accurate and complete in all material respects;

(l) Pledgor shall not enter into any agreement that would impair or conflict with Pledgor's obligations hereunder. For purposes of this subsection, Pledgor's entering into license agreements in the ordinary course of business shall not be deemed to impair or conflict with Pledgor's obligations hereunder. Pledgor shall not, without the prior written consent of Agent, permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way prevent the creation of a security interest in Pledgor's rights and interests in any property included within the definition of the Intellectual Property Collateral acquired under such contracts, except that certain contracts may contain anti-assignment provisions that could in effect prohibit the creation of a security interest in such contracts; and

(m) upon any executive officer of Pledgor's obtaining actual knowledge thereof, Pledgor will promptly notify Agent in writing of any event that materially adversely affects the value of any Intellectual Property Collateral, the ability of Pledgor to dispose of any

Intellectual Property Collateral or the rights and remedies of Agent in relation thereto, including the levy of any legal process against any of the Intellectual Property Collateral.

4. Agent's Rights. Agent shall have the right, but not the obligation, to take, at Pledgor's sole expense, any actions that Pledgor is required under this Security Agreement to take but which Pledgor fails to take, after ten (10) days' notice to Pledgor. Pledgor shall reimburse and indemnify Agent and Lenders for all costs and expenses incurred in the exercise of its rights under this Section 4.

5. Further Assurances; Attorney in Fact.

(a) Pledgor agrees to deliver to Lender, upon the request of Lender, a report, in form acceptable to Lender and certified by an officer of Pledgor, which lists all Intellectual Property owned by Pledgor, including, without limitation, all titles, names or marks together with all relevant registration and/or application numbers and registration and/or filing dates.

(b) On a continuing basis for the purpose of perfecting and maintaining the perfection of Lender's security interest in all Intellectual Property, Pledgor will make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office and the Register of Copyrights, and take all such action as may be necessary or advisable, or as requested by Lender, and otherwise to carry out the intent and purposes of this Security Agreement, or for assuring and confirming to Lender the grant or perfection of a security interest in all Intellectual Property Collateral.

(c) Pledgor hereby irrevocably appoints Lender as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, from time to time in Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Security Agreement, including (i) to modify, in its discretion, this Security Agreement without first obtaining Pledgor's approval of or signature to such modification by amending Exhibit A to include reference to any right, title or interest in any Intellectual Property acquired by Pledgor after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property in which Pledgor no longer has or claims any right, title or interest, (ii) to file, in its discretion, one or more financing or continuation statements and amendments thereto, relative to any of the Intellectual Property Collateral without the signature of Pledgor where permitted by law and (iii) to transfer the Intellectual Property Collateral into the name of Lender or a third party to the extent permitted under the UCC provided that Lender agrees that it shall not exercise its powers as attorney-in-fact under this Section 5 except upon the occurrence and during the continuation of an Event of Default.

6. Remedies. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right to exercise all the remedies of a secured party under the UCC, including, without limitation, the right to require Pledgor to assemble the Intellectual Property Collateral and any tangible property in which Agent has a security interest and to make it

available to Agent at a place designated by Agent. Agent shall have a nonexclusive, royalty free license or other right, solely pursuant to the provisions of this Section 6, to use, without charge, the Intellectual Property and any property of a similar nature as it pertains to the Intellectual Property Collateral, to the extent necessary to permit Agent to exercise its rights and remedies pursuant to this Section 6, including, without limitation, the completion of production, advertising for sale and the sale of any Intellectual Property Collateral and, in connection with Agent's exercise of its rights hereunder, Pledgor's rights under all licenses and all franchise agreements which constitute Intellectual Property Collateral shall inure to the benefit of Agent. Pledgor will pay any expenses (including reasonable attorneys' fees) incurred by Agent or any Lender in connection with the exercise of any of Agent's rights hereunder, including, without limitation, any expense incurred in disposing of the Intellectual Property Collateral. All of Agent's rights and remedies with respect to the Intellectual Property Collateral shall be cumulative.

7. Indemnity. Pledgor agrees to defend, indemnify and hold harmless Agent and Lenders and their respective directors, officers, employees, attorneys and agents against (a) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Security Agreement and (b) all losses or expenses in any way suffered, incurred, or paid by Agent or any Lender as a result of or in any way arising out of, following or consequential to transactions between or among Agent, any Lender, and Pledgor, whether under this Security Agreement or otherwise (including, without limitation, reasonable attorneys' fees and reasonable expenses), except for losses arising from or out of Agent's gross negligence or willful misconduct. If Agent obtains recovery of any of the amounts that Pledgor has paid to it pursuant to the indemnity set forth in the section, then Agent shall promptly pay to Pledgor the amount of such recovery. **PLEDGOR AND AGENT EXPRESSLY INTEND THAT THE FOREGOING INDEMNITY SHALL COVER, AND THAT PLEDGOR SHALL INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST, COSTS, EXPENSES AND LOSSES SUFFERED AS A RESULT OF THE NEGLIGENCE OF ANY INDEMNIFIED PARTY.**

8. Successors and Assigns. This Security Agreement and all obligations of Pledgor hereunder shall be binding upon the successors and assigns of Pledgor, and shall, together with the rights and remedies of Agent hereunder, inure to the benefit of Agent, Lenders, and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the indebtedness secured hereby or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to Agent hereunder.

9. Reassignment. At such time as Pledgor shall completely satisfy all of the Obligations and no commitment on the part of any Lender to make loans to Pledgor is continuing, Agent shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to revest in Pledgor full title to the property assigned hereunder, subject to any disposition thereof which may have been made by Agent pursuant hereto.

10. No Failure or Delay. No failure or delay on the part of Agent in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof.

11. Costs and Expenses. Pledgor will upon demand pay to Agent the amount of any and all costs and expenses (including without limitation, attorneys' fees and expenses), which Agent may incur in connection with (i) the perfection and preservation of the security interests granted under the Loan Documents, (ii) the administration of the Loan Documents, (iii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, the Intellectual Property Collateral, (iv) the exercise or enforcement of any of the rights of Agent hereunder, or (v) the failure by Pledgor to perform or observe any of the provisions hereof.

12. Amendments. Except as otherwise provided herein, this Security Agreement may be amended only by a written instrument signed by both parties hereto.

13. Counterparts. This Security Agreement may be executed in any number of counterparts, each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

14. Governing Law; Jurisdiction. **THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICT OF LAWS. PLEDGOR HEREBY IRREVOCABLY SUBMITS ITSELF TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, AND AGREES AND CONSENTS THAT SERVICE OF PROCESS MAY BE MADE UPON IT IN ANY LEGAL PROCEEDING RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN OR AMONG AGENT, ANY LENDER, AND PLEDGOR BY ANY MEANS ALLOWED UNDER STATE OR FEDERAL LAW. ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS SECURITY AGREEMENT OR ANY OTHER RELATIONSHIP BETWEEN OR AMONG AGENT, ANY LENDER, AND PLEDGOR SHALL BE BROUGHT AND LITIGATED EXCLUSIVELY IN ANY ONE OF THE STATE OR FEDERAL COURTS LOCATED IN DALLAS COUNTY, TEXAS, HAVING JURISDICTION UNLESS AGENT SHALL ELECT OTHERWISE. THE PARTIES HERETO HEREBY WAIVE AND AGREE NOT TO ASSERT, BY WAY OF MOTION, AS A DEFENSE OR OTHERWISE, THAT ANY SUCH PROCEEDING BROUGHT IN DALLAS COUNTY, TEXAS IS BROUGHT IN AN INCONVENIENT FORUM OR THAT THE VENUE THEREOF IS IMPROPER.**

15. Jury Trial Waiver. **PLEDGOR AND AGENT HEREBY (A) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY AT ANY TIME ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS SECURITY AGREEMENT OR ANY**

TRANSACTION CONTEMPLATED HEREBY OR ASSOCIATED HEREWITH; (B) IRREVOCABLY WAIVE, TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW, ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY SUCH LITIGATION ANY SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES; (C) CERTIFY THAT NO PARTY HERETO NOR ANY REPRESENTATIVE OR AGENT OR COUNSEL FOR ANY PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, OR IMPLIED THAT SUCH PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS; AND (D) ACKNOWLEDGE THAT IT HAS BEEN INDUCED TO ENTER INTO THIS SECURITY AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS CONTAINED IN THIS PARAGRAPH.

16. Conflict. In the event of a conflict between any term and/or provision contained in this Security Agreement with any term and/or provision contained in the Credit Agreement, the term and/or provision of this Security Agreement shall govern.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

POLLOCK INVESTMENTS
INCORPORATED

By: *Paul A. Garcia*
Name: Paul A. Garcia
Title: CHIEF FINANCIAL OFFICER

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name: _____
Title: _____

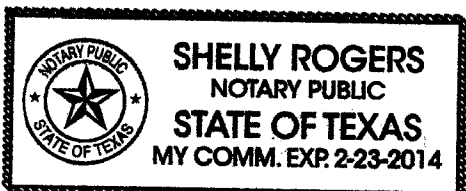
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 6, 2010, by Paul A. Garcia, CEO of Pollock Investments Incorporated, a Delaware corporation, on behalf of said corporation.

My commission expires: 2/23/2014

Shelly Rogers
Notary Public in and for the State of Texas
Shelly Rogers
Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §



This instrument was acknowledged before me on December ____, 2010, by _____ of PNC Bank, National Association, a national banking association, on behalf of said association.

Notary Public in and for the State of Texas

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement on the day and year first above written.

POLLOCK INVESTMENTS
INCORPORATED

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: Brod Higgins
Name: Brod Higgins
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

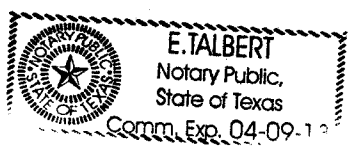
This instrument was acknowledged before me on December ____, 2010, by _____ of Pollock Investments Incorporated, a Delaware corporation, on behalf of said corporation.

My commission expires: _____
Notary Public in and for the State of Texas

Notary's Printed Name

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 16th, 2010, by Brod Higgins, vice president of PNC Bank, National Association, a national banking association, on behalf of said association.



E. Talbert
Notary Public in and for the State of Texas

My commission expires: 4-9-13

E. Talbert
Notary's Printed Name

EXHIBIT A

Copyrights

None

Patents

Including Handles

Patent No: US D565,652 S

Date of Patent: April 1, 2008

Inventor: Patrick Farrell

Assignee: Pollock

Slipcover Investments Incorporated

Trademarks

Trademarks

none

Tradenames

none