

07/13/2012

Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/12)U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103646895

SHEET

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Superfit, Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No**3. Nature of conveyance/Execution Date(s):**Execution Date(s) July 5, 2012

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)Name: East River BankInternal Address: Loan ServicingStreet Address: 4341 Ridge Ave.City: PhiladelphiaState: PACountry: USA Zip: 19129Additional name(s) & address(es) attached? ☐ Yes ☒ No**4. Application or patent number(s):**☐ This document is being filed together with a new application.

A. Patent Application No. (s)

B. Patent No. (s)

7,296,352 / 7,845,077Additional numbers attached? ☐ Yes ☒ No**5. Name and address to whom correspondence concerning document should be mailed:**Name: East River BankInternal Address: Loan ServicingStreet Address: 4341 Ridge AveCity: PhiladelphiaState: PA Zip: 19129Phone Number: 267-295-6420

Docket Number: _____

Email Address: tdowling@eastriverbank.com**6. Total number of applications and patents involved: 2 (two)****7. Total fee (37 CFR 1.21(h) & 3.41) \$** 80.00

- ☐ Authorized to be charged to deposit account
☒ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name: 07/13/2012 HTON11 00000024 7296352

01 FC: 8021

80.00 OP

9. Signature:

Signature

July 10, 2012

Date

Thomas E. Dowling, VP- SBA Lending

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450PATENT
REEL: 028586 FRAME: 0299

INTELLECTUAL PROPERTY SECURITY INTEREST

WHEREAS, Superfit, Inc., a Pennsylvania corporation located at 211 N. 13th St., 9th floor, Philadelphia, PA 19107 (the "Grantor"), owns the intellectual property listed on the annexed Schedule A, which intellectual property is registered, to the extent indicated, in the United States Patent and Trademark Office and elsewhere (the "Intellectual Property");

WHEREAS, pursuant to that certain Loan Agreement, dated July 5, 2012, by and among the Grantor and East River Bank, 4341 Ridge Avenue, Philadelphia, PA 19129 (the "Grantee"), the Grantor is obligated to the Grantee as set forth therein, and further thereto and as a part thereof, the Grantor desires to grant a security interest in the Intellectual Property in favor of the Grantee; and

WHEREAS, as part of the Loan Agreement, Grantor desires to grant, and Grantee desires to receive, a mortgage on, pledge of and security interest in all right, title and interest of the Grantor in and to the Intellectual Property, and the patents, registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, past, present and/or future claims for infringement and proceeds of sale or other disposition thereof (the "IP Collateral") to secure the payment and performance by Grantor under the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor does hereby grant to the Grantee a mortgage on, pledge of and a continued enforceable perfected security interest under, in and to such IP Collateral and Intellectual Property as is now owned or acquired after the date of this Security Interest by Grantor as security for the full and timely payment under the Loan Agreement and the other loan documents and the full and timely payment and performance of the obligations of Grantor thereunder, as the case may be.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has caused this Security Interest to be duly executed on the 5th day of July, 2012, as a document under seal.

GRANTOR:

WITNESS:

Superfit, Inc.

By: Nancy Karahuda

By: [Signature] (SEAL)

Name: GENA ALULIS

Title: PRESIDENT

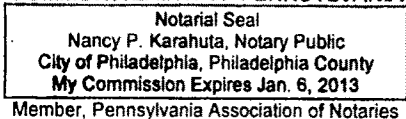
ACKNOWLEDGMENT

STATE/Commonwealth of PA)
)
COUNTY OF PHILADELPHIA) SS:

On this, the 5th day of July, 2012, before me, a Notary Public, the undersigned officer, personally appeared GENA ALULIS, who acknowledged himself/herself to be the PRESIDENT of Superfit, Inc., a Pennsylvania corporation (the "Company"), and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

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

COMMONWEALTH OF PENNSYLVANIA



Nancy P. Karahuta
Notary Public

My Commission Expires: January 6, 2013

SCHEDULE A

Title	Serial No.	Filing Date	Type	Pat. No./Reg. No.	Issue Date
Improved Recloseable Ring Utility	10/935,298	9/07/2004	Utility Patent	U.S. Pat. No. 7,296,352	11/20/2007
AccuSizer Utility	11/924,384	10/25/2007	Utility Patent	U.S. Pat. No. 7,845,077	12/07/2010
Digital Installation Utility	13/494,331	6/12/2012	Utility Patent	Pending	
CLIQ WORD MARK	77/420,693	3/13/2008	Trademark	3,670,293	8/18/2009
CLIQ WORD MARK EU	7230444	9/12/2008	EU Community Mark		
Superfit Word and Design Mark EU		8/23/2002	EU Community Mark	2832095	3/10/2004
Superfit Word and Design Mark	75/828,012	10/22/1999	Trademark	2,606,385	8/13/2002
Superfit Word Mark EU		8/23/2002	EU Community Mark	002832087	3/10/2004
Superfit Word Mark	75/823,710	10/15/1999	Trademark	2,379,625	8/22/2000
Digital Installation (word mark)	85/106,954	8/13/2010	Trademark	4,150,822	5/29/2012