

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
LTS Scale Company, LLC	06/28/2013
RECEIVING PARTY DATA	
Name:	TriState Capital Bank
Street Address:	One Oxford Centre, 301 Grant Street
Internal Address:	Suite 2700
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	13459997
Patent Number:	8134717
Application Number:	13230951
Patent Number:	5717167
Patent Number:	8228510
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	513-698-5092
Email:	ipdocketing@ulmer.com
Correspondent Name:	Clayton L. Kuhnell
Address Line 1:	600 Vine Street
Address Line 2:	Suite 2800
Address Line 4:	Cincinnati, OHIO 45202
ATTORNEY DOCKET NUMBER:	32568-0014

OP \$200.00 13459997

NAME OF SUBMITTER:	Clayton L. Kuhnell
Signature:	/Clayton L. Kuhnell/
Date:	07/25/2013
Total Attachments: 5 source=32568_0014_SecurityAgreement#page1.tif source=32568_0014_SecurityAgreement#page2.tif source=32568_0014_SecurityAgreement#page3.tif source=32568_0014_SecurityAgreement#page4.tif source=32568_0014_SecurityAgreement#page5.tif	

**AMENDED NOTICE OF SECURITY INTEREST
U.S. PATENTS**

WHEREAS, LTS Scale Company, LLC., a Delaware limited liability company (the "Grantor"), owns the patents and patent applications listed on the annexed Schedule A, which are registered, to the extent indicated, in the United States Patent Office (the "Patents").

WHEREAS, pursuant to that certain Loan Agreement, dated August 31, 2007, by and among the Grantor, LTS/FSC Main Street, LLC, a Delaware limited liability company (the "Guarantor"), and TriState Capital Bank (the "Grantee"), as amended by that certain: (i) First Amendment to Loan Agreement, dated April 17, 2008, by and among the Grantor, the Guarantor and the Grantee; (ii) Second Amendment to Loan Agreement, effective October 1, 2008, by and among the Grantor, the Guarantor and the Grantee; (iii) Third Amendment to Loan Agreement, dated October 8, 2009, by and among the Grantor, the Guarantor and the Grantee; (iv) Fourth Amendment to Loan Agreement, dated March 31, 2011, by and among the Grantor, the Guarantor and the Grantee; (v) Fifth Amendment to Loan Agreement, dated May 31, 2011, by and among the Grantor, the Guarantor and the Grantee; (vi) Sixth Amendment to Loan Agreement, dated December 29, 2011, by and among the Grantor, the Guarantor and the Grantee; (vii) Seventh Amendment to Loan Agreement, dated June 21, 2012, by and among the Grantor, the Guarantor and the Grantee; (viii) Eighth Amendment to Loan Agreement dated January 14, 2013, by and among the Grantor, the Guarantor and the Grantee; (ix) Ninth Amendment to Loan Agreement dated as of the 22nd day of April, 2013, by and among the Grantor, the Guarantor and the Grantee; and Ninth Amendment to Loan Agreement of even date herewith, by and among the Grantor, the Guarantor and the Grantee (as further amended, modified, supplemented or restated from time to time, the "Loan Agreement"), the Grantor is obligated to the Grantee;

WHEREAS, the Grantor entered into that certain Patent, Trademark and Copyright Security Agreement, dated as of June 18, 2012 (the "Security Agreement"), in favor of the Grantee;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Grantee, a security interest in all right, title and interest of the Grantor in and to certain patents, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Patent Collateral") to secure the payment and performance of the Debt (as defined in the Loan Agreement); and

WHEREAS, the Security Agreement also granted a security interest in patents thereafter acquired or arising and the parties now desire to amend the original Notice of Security Interest dated June 18, 2012 (the "Original Notice") in order to identify certain additional patents and patent applications which were not specifically identified in the Original Notice.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby amend the Original Notice in order to, among other things, identify additional patents and patent applications not identified in the Original Notice.

Grantor, pursuant to the Security Agreement, previously granted to the Grantee of the mortgage on, pledge of and security interest in the Patents and Patent Collateral to secure prompt payment and performance of the Debt and Grantee does hereby acknowledge and confirm the same.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the mortgage on, pledge of and security interest in the Patents and Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Grantee's address is One Oxford, Centre, Suite 2700, 301 Grant Street, Pittsburgh, Pennsylvania 15219.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantor has caused this Amended Notice of Security Interest to be duly executed on the 28 day of June, 2013, as a document under seal.

GRANTOR:

LTS Scale Company, LLC

WITNESS:

By: [Signature]

By: [Signature] (SEAL)
Name: John A. Pongoro
Title: CEO/President

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ACKNOWLEDGMENT

STATE/Commonwealth of OHIO)
)
COUNTY OF Summit) SS:

On this, the 28 day of June, 2013, before me, a Notary Public, the undersigned officer, personally appeared John Panagariou, who acknowledged himself/herself to be the President/CEO of LTS Scale Company, LLC, a Delaware limited liability company (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.

Matthew D. Crosley
Notary Public



MATTHEW D. CROSLEY
Notary Public, State of Ohio
My Commission Expires June 17, 2014

EXHIBIT A

1. Activity Reporting System

<u>Date Filed</u>	<u>Serial No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
04/30/2012	13/459,997	Pending	N/A	N/A

2. Dimensional Detection System and Associated Method

<u>Date Filed</u>	<u>Serial No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
05/21/2010	12/784,622	Issued	8,134,717	03/13/2012

3. Weighting Apparatus and Roll-Off Truck, and Associated Method

<u>Date Filed</u>	<u>Serial No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
09/13/2011	13/230,951	Pending	N/A	N/A

4. Device and Method for Weighing Solid Waste with an Angle-Correction Scale

<u>Date Filed</u>	<u>Serial No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
01/24/1995	08377716	Expired	5717167	02/10/1998

5. Dimensional Detection System Calibration Method

<u>Date Filed</u>	<u>Serial No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
12/13/2011	13/324,149	Issued	8,228,510	07/24/2012

6.

<u>Date Filed</u>	<u>Serial No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
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7.

<u>Date Filed</u>	<u>Serial No.</u>	<u>Status</u>	<u>Patent No.</u>	<u>Issue Date</u>
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