

08/19/2013

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

MD 08-19-13



103661307

HEET



To the Director of the U.S. Patent

ed documents or the new address(es) below.

1. Name of conveying party(ies)

Comvest Capital, LLC by Premier Bank pursuant to security interest

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 1, 2013

- ☒ 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: KSD Enterprises, LLC

Internal Address: c/o Peter G. Zurbuch, Esq.

Busch, Zurbuch & Thompson, PLLC

Street Address: P.O. Box 1819

High & Court Streets

City: Elkins

State: WV

Country: USA Zip: 26241

Additional 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)

6,578,559

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Michael R. Proctor

Internal Address: Dinsmore & Shohl, LLP

Street Address: 215 Don Knotts Blvd., Suite 310

City: Morgantown

State: WV Zip: 26501

Phone Number: (304)225-1449

Docket Number: 73960.1

Email Address: michael.proctor@dinsmore.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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

8. Payment Information

Deposit Account Number 00000029 6578559

01 FC:0021

Authorized User Name

40.00 0P

9. Signature:

Signature

July 30, 2013
Date

Timothy R Stout
Name of Person Signing

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

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. 22313-1450

TRANSFER STATEMENT OF US PATENT NO. 6,578,559

This Transfer Statement is being executed and delivered by Premier Bank, Inc. ("Seller") to KSD Enterprises, LLC ("Buyer") effective the 1st day of July, 2013.

WHEREAS, Seller holds a first priority security interest in US Patent No. 6,578,559 ("Patent"), owned by Comvest Capital, LLC ("Debtor") as evidenced by the Commercial Security Agreement, UCC Financing Statement and Continuation Statement attached hereto as Exhibits A, B and C, respectively;

WHEREAS, Debtor defaulted on the debt which is secured by the Patent;

WHEREAS, Seller elected to foreclose on its security interest in the Patent pursuant to the Commercial Security Agreement executed by Debtor and the West Virginia Uniform Commercial Code;

WHEREAS, Seller provided Notice to Debtor, other lien creditor(s) of record with a security interest in the Patent and other interested parties by Notice of Private Sale dated June 20, 2013 as evidenced by Exhibit D attached hereto;

WHEREAS, Buyer has tendered the agreed upon sales price of Twenty-Five Thousand Dollars (\$25,000.00) to Seller contemporaneous with the execution of this Transfer Statement;

WHEREAS, Seller has accepted payment of \$25,000.00 from Buyer in partial satisfaction of the debt secured by the Patent;

WHEREAS, For the consideration stated herein, and pursuant to the rights conveyed by Debtor to Seller in the Commercial Security Agreement, Seller hereby transfers to Buyer all right, title and interest to the Patent.

NOW, THEREFORE, in connection with the Transfer Statement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Conveyance. Seller hereby sells, transfers, assigns, conveys, releases, and delivers to Buyer all of Seller's right, title, and interest in and to the Patent. The conveyance hereunder shall be without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

2. Counterparts. This Transfer Statement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A signature by facsimile or electronic transmission shall be given the same force and effect as an original.

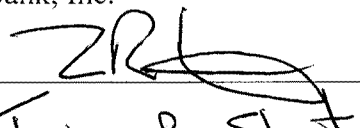
IN WITNESS WHEREOF, the parties hereto have caused this Transfer Statement to be executed as of the date first above written.

Premier Bank, Inc.

By: _____

Name: _____

Title: _____



Timothy R. Stout

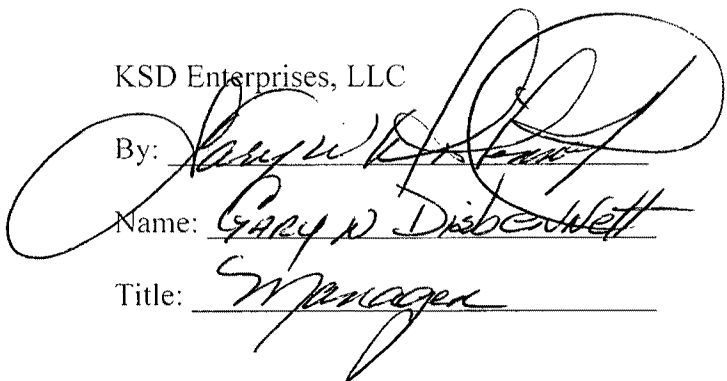
Vice President

KSD Enterprises, LLC

By: _____

Name: _____

Title: _____



Gary W. DiBenedetto

Manager

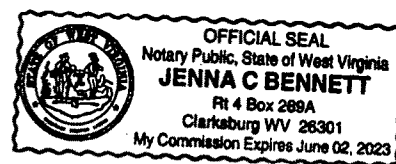
STATE OF WEST VIRGINIA,
COUNTY OF Harrison, TO-WIT:

The foregoing instrument was acknowledged and executed before me, the undersigned authority, this 30th day of July, 2013, by Gary W Disbennett as manager of KSD Enterprises, LLC.

My commission expires June 2, 2023.

[SEAL]

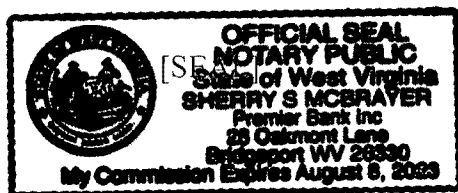
Jenna C Bennett
Notary Public



STATE OF WEST VIRGINIA,
COUNTY OF HARRISON, TO-WIT:

The foregoing instrument was acknowledged and executed before me, the undersigned authority, this 30th day of July, 2013, by Timothy R Stort as Vice President of Premier Bank, Inc.

My commission expires August 8, 2023.



Sherry S McBryer
Notary Public

COMI .RCIAL SECURITY AGREEMI T

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$250,000.00	06-27-2007	06-27-2008	6578559	28		TRS	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: COMVEST CAPITAL, LLC; James R. Christie; and
H. David Cutlip
PO Box 2025
Clarksburg, WV 26301

Lender: First Central Bank, Inc.
Bridgeport LPO
Blake Center
1400 Johnson Avenue Suite G
Bridgeport, WV 26330
(304) 842-1887

Grantor: COMVEST CAPITAL, LLC
PO Box 2025
Clarksburg, WV 26301

THIS COMMERCIAL SECURITY AGREEMENT dated June 27, 2007, is made and executed among COMVEST CAPITAL, LLC ("Grantor"); COMVEST CAPITAL, LLC; James R. Christie; and H. David Cutlip ("Borrower"); and First Central Bank, Inc. ("Lender").

GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants to Lender a security interest in the Collateral to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral, in addition to all other rights which Lender may have by law.

COLLATERAL DESCRIPTION. The word "Collateral" as used in this Agreement means the following described property, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located, in which Grantor is giving to Lender a security interest for the payment of the indebtedness and performance of all other obligations under the Note and this Agreement:

All rights, title, and interest in and to the United States Patent Number 6,578,559 to Kilmer (the "Patent"), together with (i) all proceeds and products of the Patent, and (ii) all causes of action arising prior to or after the date hereof for infringement of any of the Patent or unfair competition regarding the same as described in a Grant of Security Interest in United States Patent document that is attached and made a part thereof a UCC dated June 27, 2007

In addition, the word "Collateral" also includes all the following, whether now owned or hereafter acquired, whether now existing or hereafter arising, and wherever located:

- (A) All accessions, attachments, accessories, tools, parts, supplies, replacements of and additions to any of the collateral described herein, whether added now or later.
- (B) All products and produce of any of the property described in this Collateral section.
- (C) All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of a sale, lease, consignment or other disposition of any of the property described in this Collateral section.
- (D) All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this Collateral section, and sums due from a third party who has damaged or destroyed the Collateral or from that party's insurer, whether due to judgment, settlement or other process.
- (E) All records and data relating to any of the property described in this Collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of Grantor's right, title, and interest in and to all computer software required to utilize, create, maintain, and process any such records or data on electronic media.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Except as otherwise required under this Agreement or by applicable law, (A) Borrower agrees that Lender need not tell Borrower about any action or inaction Lender takes in connection with this Agreement; (B) Borrower assumes the responsibility for being and keeping informed about the Collateral; and (C) Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Collateral or any delay by Lender in realizing upon the Collateral; and Borrower agrees to remain liable under the Note no matter what action Lender takes or fails to take under this Agreement.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (A) this Agreement is executed at Borrower's request and not at the request of Lender; (B) Grantor has the full right, power and authority to enter into this Agreement and to pledge the Collateral to Lender; (C) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (D) Lender has made no representation to Grantor about Borrower or Borrower's creditworthiness.

GRANTOR'S WAIVERS. Grantor waives all requirements of presentment, protest, demand, and notice of dishonor or non-payment to Borrower or Grantor, or any other party to the indebtedness or the Collateral. Lender may do any of the following with respect to any obligation of any Borrower, without first obtaining the consent of Grantor: (A) grant any extension of time for any payment, (B) grant any renewal, (C) permit any modification of payment terms or other terms, or (D) exchange or release any Collateral or other security. No such act or failure to act shall affect Lender's rights against Grantor or the Collateral.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Grantor's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Grantor holds jointly with someone else and all accounts Grantor may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Grantor authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE COLLATERAL. With respect to the Collateral, Grantor represents and promises to Lender that:

Perfection of Security Interest. Grantor agrees to take whatever actions are requested by Lender to perfect and continue Lender's security interest in the Collateral. Upon request of Lender, Grantor will deliver to Lender any and all of the documents evidencing or constituting the Collateral, and Grantor will note Lender's interest upon any and all chattel paper and instruments if not delivered to Lender for possession by Lender. This is a continuing Security Agreement and will continue in effect even though all or any part of the indebtedness is paid in full and even though for a period of time Borrower may not be indebted to Lender.

Notices to Lender. Grantor will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (1) change in Grantor's name; (2) change in Grantor's assumed business name(s); (3) change in the management or in the members or managers of the limited liability company Grantor; (4) change in the authorized signer(s); (5) change in Grantor's principal office address; (6) change in Grantor's state of organization; (7) conversion of Grantor to a new or different type of business entity; or (8) change in any other aspect of Grantor that directly or indirectly relates to any agreements between Grantor and Lender. No change in Grantor's name or state of organization will take effect until after Lender has received notice.

No Violation. The execution and delivery of this Agreement will not violate any law or agreement governing Grantor or to which Grantor is a party, and its membership agreement does not prohibit any term or condition of this Agreement.

Enforceability of Collateral. To the extent the Collateral consists of accounts, chattel paper, or general intangibles, as defined by the Uniform Commercial Code, the Collateral is enforceable in accordance with its terms, is genuine, and fully complies with all applicable laws and regulations concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral. There shall be no setoffs or counterclaims against any of the Collateral, and no agreement shall have been made under which any deductions or discounts may be claimed concerning the Collateral except those disclosed to Lender in writing.

Location of the Collateral. Except in the ordinary course of Grantor's business, Grantor agrees to keep the Collateral at Grantor's address shown above or at such other locations as are acceptable to Lender. Upon Lender's request, Grantor will deliver to Lender in form satisfactory to Lender a schedule of real properties and Collateral locations relating to Grantor's operations, including without limitation the following: (1) all real property Grantor owns or is purchasing; (2) all real property Grantor is renting or leasing; (3) all storage facilities Grantor owns, rents, leases, or uses; and (4) all other properties where Collateral is or may be located.

Removal of the Collateral. Except in the ordinary course of Grantor's business, including the sales of inventory, Grantor shall not remove the Collateral from its existing location without Lender's prior written consent. To the extent that the Collateral consists of vehicles, or

EXHIBIT

A

PATENT

REEL: 031161 FRAME: 0907

other titled property, Grantor shall not take or permit any action which would require application for certificates of title for the vehicles outside the State of West Virginia, without Lender's prior written consent. Grantor shall, whenever requested, advise Lender of the exact location of the Collateral.

Transactions Involving Collateral. Except for inventory sold or accounts collected in the ordinary course of Grantor's business, or as otherwise provided for in this Agreement, Grantor shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. While Grantor is not in default under this Agreement, Grantor may sell inventory, but only in the ordinary course of its business and only to buyers who qualify as a buyer in the ordinary course of business. A sale in the ordinary course of Grantor's business does not include a transfer in partial or total satisfaction of a debt or any bulk sale. Grantor shall not pledge, mortgage, encumber or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Grantor shall immediately deliver any such proceeds to Lender.

Title. Grantor represents and warrants to Lender that Grantor holds good and marketable title to the Collateral, free and clear of all liens and encumbrances except for the lien of this Agreement. No financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement or to which Lender has specifically consented. Grantor shall defend Lender's rights in the Collateral against the claims and demands of all other persons.

Repairs and Maintenance. Grantor agrees to keep and maintain, and to cause others to keep and maintain, the Collateral in good order, repair and condition at all times while this Agreement remains in effect. Grantor further agrees to pay when due all claims for work done on, or services rendered or material furnished in connection with the Collateral so that no lien or encumbrance may ever attach to or be filed against the Collateral.

Inspection of Collateral. Lender and Lender's designated representatives and agents shall have the right at all reasonable times to examine and inspect the Collateral wherever located.

Taxes, Assessments and Liens. Grantor will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Grantor shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Grantor shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings. Grantor further agrees to furnish Lender with evidence that such taxes, assessments, and governmental and other charges have been paid in full and in a timely manner. Grantor may withhold any such payment or may elect to contest any lien if Grantor is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized.

Compliance with Governmental Requirements. Grantor shall comply promptly with all laws, ordinances, rules and regulations of all governmental authorities, now or hereafter in effect, applicable to the ownership, production, disposition, or use of the Collateral, including all laws or regulations relating to the undue erosion of highly-erodible land or relating to the conversion of wetlands for the production of an agricultural product or commodity. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender's interest in the Collateral, in Lender's opinion, is not jeopardized.

Hazardous Substances. Grantor represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used in violation of any Environmental Laws or for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any Hazardous Substance. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Collateral for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any Environmental Laws, and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify and defend shall survive the payment of the indebtedness and the satisfaction of this Agreement.

Maintenance of Casualty Insurance. Grantor shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender and not including any disclaimer of the insurer's liability for failure to give such a notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest, Grantor will provide Lender with such loss payable or other endorsements as Lender may require. If Grantor at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance as Lender deems appropriate, including if Lender so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

Application of Insurance Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Collateral if the estimated cost of repair or replacement exceeds \$2,500.00, whether or not such casualty or loss is covered by insurance. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Grantor. Any proceeds which have not been disbursed within six (6) months after their receipt and which Grantor has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

Insurance Reserves. Lender may require Grantor to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created by monthly payments from Grantor of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Grantor shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account which Lender may satisfy by payment of the insurance premiums required to be paid by Grantor as they become due. Lender does not hold the reserve funds in trust for Grantor, and Lender is not the agent of Grantor for payment of the insurance premiums required to be paid by Grantor. The responsibility for the payment of premiums shall remain Grantor's sole responsibility.

Insurance Reports. Grantor, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured; (5) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (6) the expiration date of the policy. In addition, Grantor shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

Financing Statements. Grantor authorizes Lender to file a UCC financing statement, or alternatively, a copy of this Agreement to perfect Lender's security interest. At Lender's request, Grantor additionally agrees to sign all other documents that are necessary to perfect, protect, and continue Lender's security interest in the Property. Grantor will pay all filing fees, title transfer fees, and other fees and costs involved unless prohibited by law or unless Lender is required by law to pay such fees and costs. Grantor irrevocably appoints Lender to execute documents necessary to transfer title if there is a default. Lender may file a copy of this Agreement as a financing statement. If Grantor changes Grantor's name or address, or the name or address of any person granting a security interest under this Agreement changes, Grantor will promptly notify the Lender of such change.

GRANTOR'S RIGHT TO POSSESSION. Until default, Grantor may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Grantor's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender's security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Grantor shall request or as Lender, in Lender's sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Grantor shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps

necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Collateral or if Grantor fails to comply with any provision of this Agreement or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Agreement or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Collateral and paying all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Borrower or Grantor or the dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any collateral securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or guarantor, endorser, surety, or accommodation party dies or becomes incompetent or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Borrower's or Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Agreement within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Agreement, at any time thereafter, Lender shall have all the rights of a secured party under the West Virginia Uniform Commercial Code. In addition and without limitation, Lender may exercise any one or more of the following rights and remedies:

Accelerate Indebtedness. Lender may declare the entire Indebtedness, including any prepayment penalty which Borrower would be required to pay, immediately due and payable, without notice of any kind to Borrower or Grantor.

Assemble Collateral. Lender may require Grantor to deliver to Lender all or any portion of the Collateral and any and all certificates of title and other documents relating to the Collateral. Lender may require Grantor to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Grantor to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Grantor agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Grantor after repossession.

Sell the Collateral. ~~Lender shall have full power to sell, lease, transfer, or otherwise deal with the Collateral or proceeds thereof in Lender's own name or that of Grantor. Lender may sell the Collateral at public auction or private sale. Unless the Collateral threatens to decline in value or is of a type customarily sold on a recognized market, Lender will give Grantor and other persons as required by law, reasonable notice of the time and place of any public sale, or the time after which any private sale or any other disposition of the Collateral is to be made. However, no notice need be provided to any person who, after Event of Default occurs, enters into and authenticates an agreement waiving that person's right to notification of sale. The requirements of reasonable notice shall be met if such notice is given at least ten (10) days before the time of the sale or disposition. All expenses relating to the disposition of the Collateral, including without limitation the expenses of retaking, holding, insuring, preparing for sale and selling the Collateral, shall become a part of the Indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.~~

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Collateral, with the power to protect and preserve the Collateral, to operate the Collateral preceding foreclosure or sale, and to collect the Rents from the Collateral and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Collateral exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Collect Revenues, Apply Accounts. Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in Lender's discretion transfer any Collateral into Lender's own name or that of Lender's nominee and receive the payments, rents, income, and revenues therefrom and hold the same as security for the Indebtedness or apply it to payment of the Indebtedness in such order of preference as Lender may determine. Insofar as the Collateral consists of accounts, general intangibles, insurance policies, instruments, chattel paper, choses in action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not Indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Grantor, receive, open and dispose of mail addressed to Grantor; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

Obtain Deficiency. If Lender chooses to sell any or all of the Collateral, Lender may obtain a judgment against Borrower for any deficiency remaining on the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this Agreement. Borrower shall be liable for a deficiency even if the transaction described in this subsection is a sale of accounts or chattel paper.

Other Rights and Remedies. Lender shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as may be amended from time to time. In addition, Lender shall have and may exercise any or all other rights and remedies it may have available at law, in equity, or otherwise.

Election of Remedies. Except as may be prohibited by applicable law, all of Lender's rights and remedies, whether evidenced by this Agreement, the Related Documents, or by any other writing, shall be cumulative and may be exercised singularly or concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Agreement, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

PATENT

REEL: 031161 FRAME: 0909

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Grantor agrees to pay upon demand all of Lender's costs and expenses, including Lender's attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Grantor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Grantor also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Governing Law. This Agreement will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of West Virginia without regard to its conflicts of law provisions. This Agreement has been accepted by Lender in the State of West Virginia.

Joint and Several Liability. All obligations of Borrower and Grantor under this Agreement shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Agreement. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Agreement.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Power of Attorney. Grantor hereby appoints Lender as Grantor's irrevocable attorney-in-fact for the purpose of executing any documents necessary to perfect, amend, or to continue the security interest granted in this Agreement or to demand termination of filings of other secured parties. Lender may at any time, and without further authorization from Grantor, file a carbon, photographic or other reproduction of any financing statement or of this Agreement for use as a financing statement. Grantor will reimburse Lender for all expenses for the perfection and the continuation of the perfection of Lender's security interest in the Collateral.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Successors and Assigns. Subject to any limitations stated in this Agreement on transfer of Grantor's interest, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Collateral becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Agreement and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Agreement or liability under the Indebtedness.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Agreement shall survive the execution and delivery of this Agreement, shall be continuing in nature, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Commercial Security Agreement, as this Commercial Security Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Commercial Security Agreement from time to time.

Borrower. The word "Borrower" means COMVEST CAPITAL, LLC; James R. Christie; and H. David Cutlip and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to all the Collateral as described in the Collateral Description section of this Agreement.

Default. The word "Default" means the Default set forth in this Agreement in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

Grantor. The word "Grantor" means COMVEST CAPITAL, LLC.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means First Central Bank, Inc., its successors and assigns.

CO. Mercial Security AGREEMENT
(Continued)

Loan No: 6002325

Page 5

Note. The word "Note" means the Note executed by COMVEST CAPITAL, LLC; James R. Christie; and H. David Cutlip in the principal amount of \$250,000.00 dated June 27, 2007, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Collateral Description" section of this Agreement.

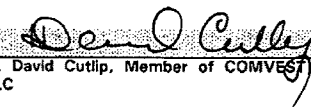
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

BORROWER AND GRANTOR HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS COMMERCIAL SECURITY AGREEMENT AND AGREE TO ITS TERMS. THIS AGREEMENT IS DATED JUNE 27, 2007.

GRANTOR:

COMVEST CAPITAL, LLC


By: 
James R. Christie, Member of COMVEST CAPITAL,
LLC

By: 
H. David Cutlip, Member of COMVEST CAPITAL,
LLC

BORROWER:

COMVEST CAPITAL, LLC

By: 
James R. Christie, Member of COMVEST CAPITAL,
LLC

By: 
H. David Cutlip, Member of COMVEST CAPITAL,
LLC

X 
James R. Christie, Individually

X 
H. David Cutlip, Individually

LASER PRO Lending, Ver. 5.37.00.003 Copy: Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - WV K:\HARLAND\CFR\LEAD.FC TR-10251 PR-35

200700058813

Jul 02 2007 04:16PM

WV SECRETARY OF STATE

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
First Central Bank, Inc. Blake Center 1400 Johnson Avenue Suite G Bridgeport, WV 26330	
THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names					
1a. ORGANIZATION'S NAME					
COMVEST CAPITAL, LLC					
OR	1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
PO Box 2025			Clarksburg	WV	26301 USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID #, if any	
		LLC	WV	<input checked="" type="checkbox"/> NONE	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names					
2a. ORGANIZATION'S NAME					
OR	2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any	
				<input type="checkbox"/> NONE	
3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)					
3a. ORGANIZATION'S NAME					
First Central Bank, Inc.					
OR	3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS			CITY	STATE	POSTAL CODE COUNTRY
Blake Center, 1400 Johnson Avenue Suite G			Bridgeport	WV	26330 USA

4. This FINANCING STATEMENT covers the following collateral:

All rights, title, and interest in and to the United States Patent Number 6,578,559 to Klmer (the "Patent"), together with (i) all proceeds and products of the Patent, and (ii) all causes of action arising prior to or after the date hereof for infringement of any of the Patent or unfair competition regarding the same as described in a Grant of Security Interest in United States Patent document that is attached and made a part thereof a UCC dated June 27, 2007.



5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	(for record) (or recorded) in the REAL (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (optional)	All Debtors	Debtor 1	Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						

ACKNOWLEDGEMENT COPY — UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Harland Financial Solutions
400 S.W. 6th Avenue, Portland, Oregon 97204

3

PATENT
REEL: 031161 FRAME: 0912

GRANT OF SECURITY INTEREST IN UNITED STATES PATENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Comvest Capital, LLC, a Delaware company, (the "Grantor") P.O. Box 2025 Clarksburg, WV 26302, hereby grants to First Central Bank, Inc., with principal offices at 1400 Johnson Avenue, Blake Center Suite G, Bridgeport WV 26330 (the "Grantee"), a security interest in all of the Grantor's right, title and interest in and to the United States patent No. 6,578,559 to Kilmer (the "Patent"), together with (i) all proceeds and products of the Patent, and (ii) all causes of action arising prior to or after the date hereof for infringement of any of the Patent or unfair competition regarding the same.

This grant of security interest dated as of June __, 2007 is entered into to secure the full and prompt performance and payment of all the obligations of the Grantor, under the terms of the security agreement (Loan No. 6002325) among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as June __, 2007 (as amended from time to time, the "Security Agreement"). Upon satisfaction of the Security Agreement, the Grantee shall, execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest and mortgage in the Patent granted under this Agreement.

This grant of security interest has been entered into to perfect the rights of the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in accordance with those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The undersigned have executed this Agreement as of the date first above written.

COMVEST CAPITAL, LLC

By: Michael Cullip

Name: H. DAVID CURCI

Title: Manager

FIRST CENTRAL BANK, INC.

By: Timothy R. Start

Name: Timothy R. Start

Title: Vice President

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional) Cheryl Hussell 304-273-1100	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Premier Bank, Inc. 601 Washington St. Ravenswood, WV 26164	

Filed
June 14, 2012 02:21 PM
WV SECRETARY OF STATE

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 200700058813		1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>	
2. <input type="checkbox"/> TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.			
3. <input checked="" type="checkbox"/> CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.			
4. <input type="checkbox"/> ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.			
5. AMENDMENT (PARTY INFORMATION): This Amendment affects <input type="checkbox"/> Debtor or <input checked="" type="checkbox"/> Secured Party of record. Check only one of these two boxes. Also check one of the following three boxes and provide appropriate information in items 6 and/or 7. <input checked="" type="checkbox"/> CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. <input type="checkbox"/> DELETE name: Give record name to be deleted in item 6a or 6b. <input type="checkbox"/> ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).			
6. CURRENT RECORD INFORMATION:			
6a. ORGANIZATION'S NAME First Central Bank, Inc.			
OR	6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7. CHANGED (NEW) OR ADDED INFORMATION:			
7a. ORGANIZATION'S NAME Premier Bank, Inc.			
OR	7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
7c. MAILING ADDRESS 601 Washington St.		CITY Ravenswood	STATE POSTAL CODE COUNTRY WV 26164 USA
7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION
			7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE
8. AMENDMENT (COLLATERAL CHANGE): check only one box. Describe collateral <input type="checkbox"/> deleted or <input type="checkbox"/> added, or give entire <input type="checkbox"/> restated collateral description, or describe collateral <input type="checkbox"/> assigned.			

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here <input type="checkbox"/> and enter name of DEBTOR authorizing this Amendment.			
9a. ORGANIZATION'S NAME Premier Bank, Inc., the successor by merger effective April 8, 2011 to First Central Bank, Inc.			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME SUFFIX
10. OPTIONAL FILER REFERENCE DATA			

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Blumberg No. 5118

EXHIBIT

C

PATENT

REEL: 031161 FRAME: 0914



Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Re: Notice of Private Sale of Collateral owned by Comvest Capital, LLC
Creditor: Premier Bank, Inc.
Collateral: U.S. Patent No. 6,578,559

To Whom It May Concern:

Premier Bank, Inc. ("Premier" or "Seller") holds a security interest in United States Patent No. 6,578,559 pursuant to a Commercial Promissory Note and Commercial Security Agreement dated June 27, 2007 executed by Comvest Capital, LLC. Notice is hereby given that on or after June 30, 2013, Premier intends to sell the above-described collateral via private sale to KSD Enterprises, LLC, for a sale price of Twenty Five Thousand and no/100 Dollars (\$25,000.00).

You are entitled to an accounting of the unpaid indebtedness owed to Premier secured by the property that we intend to sell. You may request an accounting by calling Tim Stout, Commercial Vice President of Premier, at 304-842-1887.

The aforementioned property shall be offered for sale, sold, transferred, and disposed of without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

Please take notice that as to any individual or entity recipient of this Notice who or which is/was a debtor under Title 11, United States Code, this Notice is being provided for informational purposes only and is in no manner to be construed as an attempt to collect any debt that may be stayed and/or discharged by any such bankruptcy proceeding.

Dated this 20th day of June, 2013.

Premier Bank, Inc.

By:


Tim Stout,
Commercial Vice President

cc: KSD Enterprises, LLC
c/o Peter G. Zurbuch, Esq.
Busch, Zurbuch & Thompson, PLLC
P.O. Box 1819
High & Court Streets
Elkins, WV 26241

FIRST CENTRAL DIVISION

14 NORTH LOCUST STREET, BUCKHANNON, WV 26201 | PH: 304.472.8828 | PREMIERBANKINC.COM
2 SOUTH MAIN STREET, PHILIPPI, WV 26416 | PH: 304.457.3737 | PREMIERBANKINC.COM



PATENT
REEL: 031161 FRAME: 0915

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: VIA U.S. MAIL – CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

7008 2810 0000 2274 2111

2. Article Number
(Transfer from service label)

7008 2810 0000 2274 2111

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7008 2810 0000 2274 2111

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINECERTIFIED MAILTM

7008 2810 0000 2274 2111

7008 2810 0000 2274 2111

U.S. Postal ServiceTMCERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

Postmark
Here

Sent To

Comvest Capital, LLC

Street, Apt. No.,
or PO Box No.

P.O. Box 2025

City, State, ZIP+4

Clarksburg, WV 26301

PS Form 3800, August 2006

See Reverse for Instructions

PATENT

REEL: 031161 FRAME: 0917

CERTIFIED MAIL

PREMIER BANK
First Central Division
P.O. Box 340
Philippi, WV 26416-0340



7008 2810 0000 2274 2111



U.S. POSTAGE
PAID
CLARKSBURG, WV
26301-13
JUN 20, 13
AMOUNT

\$6.11
00012535-13

1000 26302

6/24

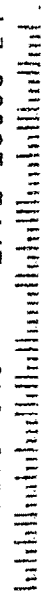
Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

NIXIE 250 FE 1 0006/24/13

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 26416034040 *1771-10606-24-22

26416@0340





Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Re: Notice of Private Sale of Collateral owned by Comvest Capital, LLC
Creditor: Premier Bank, Inc.
Collateral: U.S. Patent No. 6,578,559

Mr. Cutlip:

Premier Bank, Inc. ("Premier" or "Seller") holds a security interest in United States Patent No. 6,578,559 pursuant to a Commercial Promissory Note and Commercial Security Agreement dated June 27, 2007 executed by Comvest Capital, LLC. Notice is hereby given that on or after June 30, 2013, Premier intends to sell the above-described collateral via private sale to KSD Enterprises, LLC, for a sale price of Twenty Five Thousand and no/100 Dollars (\$25,000.00).

You are entitled to an accounting of the unpaid indebtedness owed to Premier secured by the property that we intend to sell. You may request an accounting by calling Tim Stout, Commercial Vice President of Premier, at 304-842-1887.

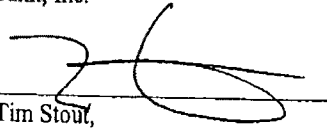
The aforementioned property shall be offered for sale, sold, transferred, and disposed of without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

Please take notice that as to any individual or entity recipient of this Notice who or which is/was a debtor under Title 11, United States Code, this Notice is being provided for informational purposes only and is in no manner to be construed as an attempt to collect any debt that may be stayed and/or discharged by any such bankruptcy proceeding.

Dated this 20th day of June, 2013.

Premier Bank, Inc.

By:


Tim Stout,
Commercial Vice President

cc: KSD Enterprises, LLC
c/o Peter G. Zurbuch, Esq.
Busch, Zurbuch & Thompson, PLLC
P.O. Box 1819
High & Court Streets
Elkins, WV 26241

FIRST CENTRAL DIVISION

14 NORTH LOCUST STREET, BUCKHANNON, WV 26201 | PH: 304.472.8828 | PREMIERBANKINC.COM
2 SOUTH MAIN STREET, PHILIPPI, WV 26416 | PH: 304.457.3737 | PREMIERBANKINC.COM

PATENT

REEL: 031161 FRAME: 0919

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: VIA U.S. MAIL – CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

7008 2810 0000 2274 2234

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLLOW DOTTED LINECERTIFIED MAILTM7008 2810 0000 2274 2234
7008 2810 0000 2274 2234U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)For delivery information visit our website at www.usps.com**OFFICIAL USE**

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To _____
 Street, Apt. No.,
 or PO Box No. _____
 City, State, ZIP+4 _____

Henry David Cutlip
 c/o Michael G. Clagett, Esq.
 Clagett Law Office
 220 Grande Meadows
 Bridgeport, WV 26330-9711

PS Form 3800, August 2000

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Henry David Cutlip
 c/o Michael G. Clagett, Esq.
 Clagett Law Office
 220 Grande Meadows
 Bridgeport, WV 26330-9711

2. Article Number
(Transfer from service label)

7008 2810 0000 2274 2234

PS Form 3811, February 2004

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

2. Article Number
(Transfer from service label)

7008 2810 0000 2274 2234

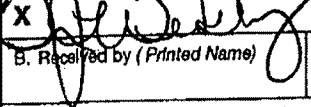
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X 

- ☒ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

10/25/13

D. Is delivery address different from Item 1?

- ☐ Yes
- ☐ No

If YES, enter delivery address below:

3. Service Type

- ☒ Certified Mail
- ☐ Express Mail
- ☐ Registered
- ☐ Return Receipt for Merchandise
- ☐ Insured Mail
- ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

- ☐ Yes

PATENT

REEL: 031161 FRAME: 0922



Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

Re: Notice of Private Sale of Collateral owned by Comvest Capital, LLC
Creditor: Premier Bank, Inc.
Collateral: U.S. Patent No. 6,578,559

Mr. Cutlip:

Premier Bank, Inc. ("Premier" or "Seller") holds a security interest in United States Patent No. 6,578,559 pursuant to a Commercial Promissory Note and Commercial Security Agreement dated June 27, 2007 executed by Comvest Capital, LLC. Notice is hereby given that on or after June 30, 2013, Premier intends to sell the above-described collateral via private sale to KSD Enterprises, LLC, for a sale price of Twenty Five Thousand and no/100 Dollars (\$25,000.00).

You are entitled to an accounting of the unpaid indebtedness owed to Premier secured by the property that we intend to sell. You may request an accounting by calling Tim Stout, Commercial Vice President of Premier, at 304-842-1887.

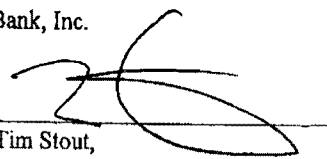
The aforementioned property shall be offered for sale, sold, transferred, and disposed of without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

Please take notice that as to any individual or entity recipient of this Notice who or which is/was a debtor under Title 11, United States Code, this Notice is being provided for informational purposes only and is in no manner to be construed as an attempt to collect any debt that may be stayed and/or discharged by any such bankruptcy proceeding.

Dated this 20th day of June, 2013.

Premier Bank, Inc.

By:


Tim Stout,
Commercial Vice President

cc: KSD Enterprises, LLC
c/o Peter G. Zurbuch, Esq.
Busch, Zurbuch & Thompson, PLLC
P.O. Box 1819
High & Court Streets
Elkins, WV 26241

FIRST CENTRAL DIVISION

14 NORTH LOCUST STREET, BUCKHANNON, WV 26201 | PH: 304.472.8828 | PREMIERBANKINC.COM
2 SOUTH MAIN STREET, PHILIPPI, WV 26416 | PH: 304.457.3737 | PREMIERBANKINC.COM

PATENT

REEL: 031161 FRAME: 0923

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: VIA U.S. MAIL -- CERTIFIED MAIL -- RETURN RECEIPT REQUESTED

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

7008 2810 0000 2274 2227

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE**CERTIFIED MAILTM**7008 2810 0000 2274 2227
7008 2810 0000 2274 2227U.S. Postal ServiceTM**CERTIFIED MAILTM RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

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Postage \$

Certified Fee

Return Receipt Fee
(Endorsement Required)Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees \$

Postmark
Here

Sent To

Henry David Cutlip

c/o Greg Schillace, Esq.

Street, Apt. No.,
or PO Box No.

P.O. Box 1526

City, State, ZIP+4

Clarksburg, WV 26302

PS Form 3800, August 2003

See reverse for instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

2. Article Number

(Transfer from service label)

7008 2810 0000 2274 2227

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x Ashlee Williams

☒ Agent

☐ Addressee

B. Received by (Printed Name)

Ashlee Williams

C. Date of Delivery

6/11/13

D. Is delivery address different from Item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 2810 0000 2274 2227

7

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

Re: Notice of Private Sale of Collateral owned by Comvest Capital, LLC
Creditor: Premier Bank, Inc.
Collateral: U.S. Patent No. 6,578,559

Janet Smith Holbrook, Esq.:

Premier Bank, Inc. ("Premier" or "Seller") holds a security interest in United States Patent No. 6,578,559 pursuant to a Commercial Promissory Note and Commercial Security Agreement dated June 27, 2007 executed by Comvest Capital, LLC. Notice is hereby given that on or after June 30, 2013, Premier intends to sell the above-described collateral via private sale to KSD Enterprises, LLC, for a sale price of Twenty Five Thousand and no/100 Dollars (\$25,000.00).

You are entitled to an accounting of the unpaid indebtedness owed to Premier secured by the property that we intend to sell. You may request an accounting by calling Tim Stout, Commercial Vice President of Premier, at 304-842-1887.

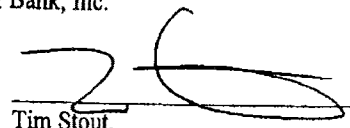
The aforementioned property shall be offered for sale, sold, transferred, and disposed of without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

Please take notice that as to any individual or entity recipient of this Notice who or which is/was a debtor under Title 11, United States Code, this Notice is being provided for informational purposes only and is in no manner to be construed as an attempt to collect any debt that may be stayed and/or discharged by any such bankruptcy proceeding.

Dated this 20th day of June, 2013.

Premier Bank, Inc.

By:


Tim Stout,
Commercial Vice President

cc: KSD Enterprises, LLC
c/o Peter G. Zurbuch, Esq.
Busch, Zurbuch & Thompson, PLLC
P.O. Box 1819
High & Court Streets
Elkins, WV 26241

FIRST CENTRAL DIVISION

14 NORTH LOCUST STREET, BUCKHANNON, WV 26201 | PH: 304.472.8828 | PREMIERBANKINC.COM
2 SOUTH MAIN STREET, PHILIPPI, WV 26416 | PH: 304.457.3737 | PREMIERBANKINC.COM

PATENT
REEL: 031161 FRAME: 0927

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: VIA U.S. MAIL – CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

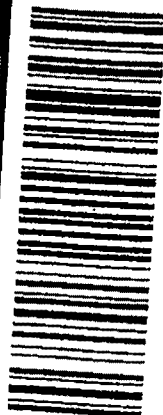
Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

7008 2810 0000 2274 2098

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



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7008 2810 0000 2274 2098

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT

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Restricted Delivery Fee (Endorsement Required)	

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Total Postage

Sent To

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of H. D.

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of H. D.

2. Article Number

(Transfer from service label)

7008 2810 0000 2274 2098

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of H. D.

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Lauren Mary

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Lauren Mary

C. Date of Delivery

2-24-13

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 2810 0000 2274 2098

8

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

Re: Notice of Private Sale of Collateral owned by Comvest Capital, LLC
Creditor: Premier Bank, Inc.
Collateral: U.S. Patent No. 6,578,559

Mr. Christie:

Premier Bank, Inc. ("Premier" or "Seller") holds a security interest in United States Patent No. 6,578,559 pursuant to a Commercial Promissory Note and Commercial Security Agreement dated June 27, 2007 executed by Comvest Capital, LLC. Notice is hereby given that on or after June 30, 2013, Premier intends to sell the above-described collateral via private sale to KSD Enterprises, LLC, for a sale price of Twenty Five Thousand and no/100 Dollars (\$25,000.00).

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The aforementioned property shall be offered for sale, sold, transferred, and disposed of without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

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Dated this 20th day of June, 2013.

Premier Bank, Inc.

By:


Tim Stout,
Commercial Vice President

cc: KSD Enterprises, LLC
c/o Peter G. Zurbuch, Esq.
Busch, Zurbuch & Thompson, PLLC
P.O. Box 1819
High & Court Streets
Elkins, WV 26241

FIRST CENTRAL DIVISION

14 NORTH LOCUST STREET, BUCKHANNON, WV 26201 | PH: 304.472.8828 | PREMIERBANKINC.COM
2 SOUTH MAIN STREET, PHILIPPI, WV 26416 | PH: 304.457.3737 | PREMIERBANKINC.COM

PATENT
REEL: 031161 FRAME: 0931

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: VIA U.S. MAIL – CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

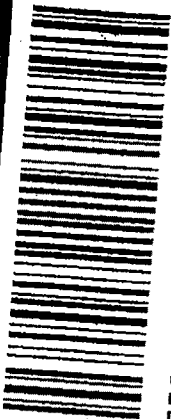
Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

7008 2810 0000 2274 2241
 PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
 OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL



7008 2810 0000 2274 2241
 7008 2810 0000 2274 2241

U.S. Postal Service
CERTIFIED MAILTM RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)
 For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To: James R. Christie
 Street, Apt. No., or PO Box No.: c/o Thomas H. Fluharty, Esq.
 City, State, ZIP+4: 408 Lee Avenue
 Clarksburg, WV 26301

PS Form 3809, August 2006

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p>James R. Christie c/o Thomas H. Fluharty, Esq. 408 Lee Avenue Clarksburg, WV 26301</p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p> <p>7008 2810 0000 2274 2241</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

James R. Fluharty, Esq.
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

2. Article Number
(Transfer from service label)

7008 2810 0000 2274 2241

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

PATENT

REEL: 031161 FRAME: 0934



Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Re: Notice of Private Sale of Collateral owned by Comvest Capital, LLC
Creditor: Premier Bank, Inc.
Collateral: U.S. Patent No. 6,578,559

Mr. Johns:

Premier Bank, Inc. ("Premier" or "Seller") holds a security interest in United States Patent No. 6,578,559 pursuant to a Commercial Promissory Note and Commercial Security Agreement dated June 27, 2007 executed by Comvest Capital, LLC. Notice is hereby given that on or after June 30, 2013, Premier intends to sell the above-described collateral via private sale to KSD Enterprises, LLC, for a sale price of Twenty Five Thousand and no/100 Dollars (\$25,000.00).

You are entitled to an accounting of the unpaid indebtedness owed to Premier secured by the property that we intend to sell. You may request an accounting by calling Tim Stout, Commercial Vice President of Premier, at 304-842-1887.

The aforementioned property shall be offered for sale, sold, transferred, and disposed of without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

Please take notice that as to any individual or entity recipient of this Notice who or which is/was a debtor under Title 11, United States Code, this Notice is being provided for informational purposes only and is in no manner to be construed as an attempt to collect any debt that may be stayed and/or discharged by any such bankruptcy proceeding.

Dated this 20th day of June, 2013.

Premier Bank, Inc.

By:


Tim Stout,
Commercial Vice President

cc: KSD Enterprises, LLC
c/o Peter G. Zurbuch, Esq.
Busch, Zurbuch & Thompson, PLLC
P.O. Box 1819
High & Court Streets
Elkins, WV 26241

FIRST CENTRAL DIVISION

14 NORTH LOCUST STREET, BUCKHANNON, WV 26201 | PH: 304.472.8828 | PREMIERBANKINC.COM
2 SOUTH MAIN STREET, PHILIPPI, WV 26416 | PH: 304.457.3737 | PREMIERBANKINC.COM

PATENT
REEL: 031161 FRAME: 0935

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: VIA U.S. MAIL – CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Henry David Cutlip
c/o Michael G. Claggett, Esq.
Claggett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

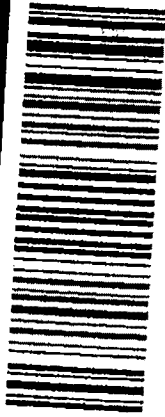
Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

7008 2810 0000 2274 2081

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.CERTIFIED MAILTM7008 2810 0000 2274 2081
7008 2810 0000 2274 2081U.S. Postal ServiceTMCERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage &	

Postmark
Here

Sent To

Robert L. Johns

Turner & Johns, PLLC

216 Brooks Street, Suite 200

Charleston, WV 25301

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

Trustee of Bankruptcy Est of J. R. Christie

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Est of J. R. Christie

2. Article Number

(Transfer from service label)

7008 2810 0000 2274 2081

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

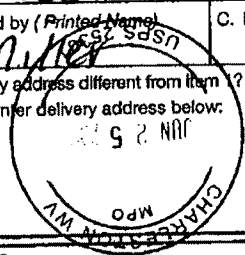
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

PATENT

REEL: 031161 FRAME: 0937

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature X <i>[Signature]</i> <div style="float: right;"> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </div>	
1. Article Addressed to: Robert L. Johns Turner & Johns, PLLC 216 Brooks Street, Suite 200 Charleston, WV 25301 Trustee of Bankruptcy Est of J. R. Christie		B. Received by (Printed Name) <i>[Signature]</i> C. Date of Delivery <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>	
		D. Is delivery address different from item? If YES, enter delivery address below: <div style="text-align: center;">  </div>	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number <i>(transfer from service label)</i>		7008 2810 0000 2274 2081 2/	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

Re: Notice of Private Sale of Collateral owned by Comvest Capital, LLC
Creditor: Premier Bank, Inc.
Collateral: U.S. Patent No. 6,578,559

To Whom It May Concern:

Premier Bank, Inc. ("Premier" or "Seller") holds a security interest in United States Patent No. 6,578,559 pursuant to a Commercial Promissory Note and Commercial Security Agreement dated June 27, 2007 executed by Comvest Capital, LLC. Notice is hereby given that on or after June 30, 2013, Premier intends to sell the above-described collateral via private sale to KSD Enterprises, LLC, for a sale price of Twenty Five Thousand and no/100 Dollars (\$25,000.00).

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The aforementioned property shall be offered for sale, sold, transferred, and disposed of without warranty, representation, recourse, or affirmation, express, implied, or otherwise, of any kind, nature, manner, or character, "as is," "where is," with all defects and faults, without any warranties, representations, or affirmations relating to title, possession, quiet enjoyment, quality, merchantability, fitness or design for a particular use or purpose, or the like.

Please take notice that as to any individual or entity recipient of this Notice who or which is/was a debtor under Title 11, United States Code, this Notice is being provided for informational purposes only and is in no manner to be construed as an attempt to collect any debt that may be stayed and/or discharged by any such bankruptcy proceeding.

Dated this 20th day of June, 2013.

Premier Bank, Inc.

By:


Tim Stout,
Commercial Vice President

cc: KSD Enterprises, LLC
c/o Peter G. Zurbuch, Esq.
Busch, Zurbuch & Thompson, PLLC
P.O. Box 1819
High & Court Streets
Elkins, WV 26241

FIRST CENTRAL DIVISION

14 NORTH LOCUST STREET, BUCKHANNON, WV 26201 | PH: 304.472.8828 | PREMIERBANKINC.COM
2 SOUTH MAIN STREET, PHILIPPI, WV 26416 | PH: 304.457.3737 | PREMIERBANKINC.COM

PATENT
REEL: 031161 FRAME: 0939

NOTIFICATION OF DISPOSITION OF COLLATERAL

To: VIA U.S. MAIL – CERTIFIED MAIL – RETURN RECEIPT REQUESTED

Comvest Capital, LLC
P.O. Box 2025
Clarksburg, WV 26301

Henry David Cutlip
c/o Michael G. Clagett, Esq.
Clagett Law Office
220 Grande Meadows
Bridgeport, WV 26330-9711

Henry David Cutlip
c/o Greg Schillace, Esq.
P.O. Box 1526
Clarksburg, WV 26302

Janet Smith Holbrook, Esq.
Huddleston Bolen LLP
P.O. Box 2185
Huntington, WV 25722-2185
Trustee of Bankruptcy Estate of Henry David Cutlip

James R. Christie
c/o Thomas H. Fluharty, Esq.
408 Lee Avenue
Clarksburg, WV 26301

Robert L. Johns
Turner & Johns, PLLC
216 Brooks Street, Suite 200
Charleston, WV 25301
Trustee of Bankruptcy Estate of James R. Christie

Freedom Bank
625 W. Main Street
Bridgeport, WV 26330

PS Form 3800, August 2000
See Reverse for Instructions

City, State, ZIP+4
Bridgeport, WV 26330

Street, Apt. No.,
or P.O. Box No.
625 W. Main Street
Freedom Bank

Sent to

Total Postage \$

Postage \$

Certified Fee


Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Postmark Here

7008 2610 0000 2274 2104

7008 2810 0000 2274 2104



CERTIFIED MAIL™

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

7008 2810 0000 2274 2104

OFFICIAL USE

For delivery information visit our website at www.usps.com

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)


U.S. Postal Service™

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X</p>
<p>1. Article Addressed to:</p> <p style="text-align: center; padding: 20px 0;">Freedom Bank 625 W. Main Street Bridgeport, WV 26330</p>	<p>B. Received by (Printed Name) C. Date of Delivery</p> <p>D. Is delivery address different from Item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="padding-left: 20px;">If YES, enter delivery address below:</p>
<p>2. Article Number (Transfer from service label)</p> <p style="font-size: 1.2em; font-family: cursive;">7008 2810 0000 2274 2104</p>	<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<p>A. Signature X  <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Freedom Bank 625 W. Main Street Bridgeport, WV 26330</p>		<p>B. Received by (Printed Name) DEBORAH WILLIAMS</p>	<p>C. Date of Delivery 6-21-13</p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
		<p>7008 2810 0000 2274 2104</p>	

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540