

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3217663

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTERESTS	
CONVEYING PARTY DATA		
Name		Execution Date
KELTIC FINANCIAL PARTNERS II, LP		06/04/2014
RECEIVING PARTY DATA		
Name:	ACF FINCO I LP	
Street Address:	580 WHITE PLAINS ROAD	
Internal Address:	SUITE 610	
City:	TARRYTOWN	
State/Country:	NEW YORK	
Postal Code:	10591	
PROPERTY NUMBERS Total: 37		
Property Type	Number	
Patent Number:	7228967	
Patent Number:	7871173	
Patent Number:	7717581	
Patent Number:	7186679	
Patent Number:	7226583	
Patent Number:	5996451	
Patent Number:	6212978	
Patent Number:	6279431	
Patent Number:	6748829	
Patent Number:	6658971	
Patent Number:	7216570	
Patent Number:	7444907	
Patent Number:	8739415	
Patent Number:	D407616	
Patent Number:	D460332	
Patent Number:	D407286	
Patent Number:	D407287	
Patent Number:	D499320	
Patent Number:	D538121	

Property Type	Number
Patent Number:	5318190
Patent Number:	6877618
Patent Number:	7131543
Patent Number:	7419062
Patent Number:	7458473
Patent Number:	D398170
Patent Number:	D435182
Patent Number:	D430432
Patent Number:	D447649
Patent Number:	D489556
Patent Number:	D486324
Patent Number:	D489198
Patent Number:	D511426
Patent Number:	D496193
Patent Number:	D496194
Patent Number:	D527426
Patent Number:	D565322
Patent Number:	D566989

CORRESPONDENCE DATA

Fax Number: (888)234-4580

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 7166269993

Email: tag@tgreinerlaw.com

Correspondent Name: TERRENCE A. GREINER

Address Line 1: 5687 MAIN STREET

Address Line 4: WILLIAMSVILLE, NEW YORK 14221

NAME OF SUBMITTER:	TERRENCE A. GREINER
SIGNATURE:	/Terrence A. Greiner/
DATE SIGNED:	02/09/2015
	This document serves as an Oath/Declaration (37 CFR 1.63).

Total Attachments: 23

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ASSIGNMENT OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY COLLATERAL

This Assignment of Intellectual Property (the "Agreement"), effective as of June 4, 2014 (the "Effective Date"), is between Keltic Financial Partners II, LP, a Delaware limited partnership ("Assignor"), and ACF FinCo I LP, a Delaware limited partnership ("Assignee").

WHEREAS, Assignor, Keltic Financial Services, LLC and Assignee have entered into an Asset Purchase Agreement, dated as of May 12, 2014 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to sell to and assign all of its rights, title and interests in and to all loans made by Assignor to various borrowers (collectively, the "Loans"), all agreements, documents and instruments evidencing the Loans, (collectively, the "Loan Documents"), and all rights of Assignor in and to collateral securing repayment and/or performance of the Loans, all security interests, mortgages, deeds of trust and other encumbrances granted to or in favor of Assignor relating to the Loans (the "Security Interests"); and

WHEREAS, pursuant to the Loan Documents Assignor has been granted security interests in and to certain patents and trademarks as collateral for repayment and performance of the Loans (the "IP Collateral"), and Assignor has registered such security interests with the United States Patent and Trademark Office (collectively, the "IP Assignment Registrations"), as further described in Schedule A attached hereto); and

WHEREAS, pursuant to the terms of the Purchase Agreement Assignor is assigning to Assignee all of Assignor's rights, title and interests in and to the IP Collateral, all Security Interests granted to or otherwise in favor of Assignor with respect to the IP Collateral, and all of Assignor's rights, title and interests in and to the IP Assignment Registrations.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. Unless defined in the recitals above, or in the body of this Agreement, all capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement.
2. Assignment. Assignor hereby assigns, transfers, sells and conveys to Assignee, its successors and assigns, all of its rights, title and interests in and to the IP Collateral, all Security Interests granted to or otherwise in favor of Assignor with respect to the IP

Collateral, and all of Assignor's rights, title and interests in and to the IP Assignment Registrations.

3. Protection. Assignor further assigns all rights, and empowers Assignee, its successors, assigns and nominees, to record assignments to Assignee of all IP Assignment Registrations and all other registrations of collateral assignment of patents, trademarks, copyrights or other intellectual property registration or protection anywhere in the world, to claim and receive the benefit of any applicable rights of priority or in connection with such assignments and registrations, to defend any and all such collateral assignments, and to have any and all registrations assignments issued in the name of Assignee.

4. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the IP Collateral and IP Assignment Registrations are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. Governing Law. This Agreement, and any Action in any way arising out of or relating to this Agreement, the negotiations, execution or performance of this Agreement, the transactions contemplated hereby or thereby or the legal relationship of the parties (whether at law or in equity, and whether in contract or in tort or otherwise), shall be governed by and construed in accordance with the internal Laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would result in the application of Laws of any other jurisdiction.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7. Further Assurances. Each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement. Assignor further agrees that Assignor will: (a) cooperate with Assignee in the filing and prosecution of any and all patent, trademark, copyright or other intellectual property registrations or applications; (b) execute, verify, acknowledge and deliver all

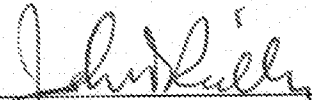
such further papers, including applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request, to facilitate Assignee's right to obtain, protect, maintain, defend or enforce any of the Rights granted hereunder. In the event that Assignee is unable for any reason whatsoever to secure Assignor's signature to any document when so required, Assignor hereby irrevocably designates and appoints Assignee and Assignee's duly authorized officers and agents, as Assignor's agents and attorneys-in-fact to act for and on its behalf and instead of it, to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing, with the same legal force and effect as if executed by Assignor.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld or delayed; provided, however, that Assignee may, without the prior written consent of Assignor, assign all or any portion of its rights under this Agreement (a) to one or more of its controlled Affiliates, and (b) at and after the Closing, (i) to any future purchaser of all or any portion of the Purchased Assets and Assumed Liabilities (including by way of a merger, sale of assets or sale of equity) and (ii) as collateral security to the Financing Sources. No assignment shall relieve the assigning party of any of its obligations hereunder.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above written.

KELTIC FINANCIAL PARTNERS II, LP





By: 
Name: John P. Reilly
Title: Managing Partner

ACF FINCO I LP

By: 
Name: Oleh Szczupak
Title: Vice President

Schedule A IP Assignment Registrations

SCHEDULE A TO ASSIGNMENT OF SECURITY INTERESTS IN INTELLECTUAL PROPERTY COLLATERAL

TRADEMARKS			
DEBTOR	REGISTRATION NO.	SERIAL NO.	MARK/DESIGN
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	2116859		SNIP IT
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	2147394		TECHNI EDGE
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	2229574		THE BLADE AMERICA BUYS
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	2226752		SWIFT-SWITCH
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	2252999		SEBERTECH
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	2253001		SEBERTOOL
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC		75422658	
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	2336615		
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC		75428191	
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	3349436		IDL TOOLS
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	3102187		VIPERGRIP
I.D.L.Tech Tools, LLC I.D.L. Techni-Edge, LLC	3115397		IDL TOOLS
Davis-Frost, Inc.	1794573		INNOVATIVE COATINGS FOR YOUR ENVIRONMENT
Davis-Frost, Inc.	2049980		DAVIS-FROST
			
Davis-Frost, Inc.	2049981		CLASSIC COLLECTION
Davis-Frost, Inc.	2294169		WEATHERHIDE
Davis-Frost, Inc.	2257120		WE MAKE EVERYONE AN EXPERT
Davis-Frost, Inc.	2418275		CORRBAR
Davis-Frost, Inc.	2436434		WATER-TUFF
Davis-Frost, Inc.	2426904		NEXTHANE
Davis-Frost, Inc.	2722116		VETTERBLOK
Davis-Frost, Inc.	3790042		CAL-TONE
Davis-Frost, Inc.	3829598		
Homasote Company	143272		HOMASOTE
Homasote Company	811216		HOMEX
Homasote Company	824310		HOMASOTE EASY-PLY
Homasote Company	839835		HOMASOTE 4-WAY
Homasote Company	958042		PAK-LINE
Homasote Company	973739		N.C.F.R. HOMASOTE
Homasote Company	1092315		THERMASOTE
Homasote Company	1212448		ULTRA/R
Homasote Company	1298806		ULTRA R
Homasote Company	1308021		ULTRA/M
Homasote Company	1705007		FIRESTALL
Homasote Company	2337382		CPR SYSTEMS THE FIRST CLEANING PHOSPHORIC RECYCLING SYSTEM THAT WORKS
Homasote Company	2267201		HEART BREAK HEELERS
Homasote Company	2361541		440 SOUND BARRIER
Homasote Company	2637143		QUIET LIVING
Homasote Company	2795622		STAPLE-SAFE
Homasote Company	3171909		EVERY DAY IS EARTH DAY
Homasote Company	3075407		COMFORTBASE
Homasote Company	3571039		ICE DECK

NER Data Corporation	2580508
NER Data Corporation	2018833
NER Data Corporation	2702033

QWIKSCAN
SAM
PAR-A-GON



PRINT4
NER
NER

NER Data Corporation	2960127
NER Data Corporation	3314218
NER Data Corporation	3406958
NER Data Corporation	3320968



SAN SILK
TAFY
SAKI
METROSUEDE
FLANNELSUEDE
BRUSSELS
AMERICAN SILK

American Silk Mills LLC	1654938
American Silk Mills LLC	1792660
American Silk Mills LLC	1792661
American Silk Mills LLC	1792662
American Silk Mills LLC	3281497
American Silk Mills LLC	2788854
American Silk Mills LLC	3117178
American Silk Mills LLC	3139080

Weave Textiles LLC	3558736
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GREENWEAVE

Columbia Systems International of South Carolina, LLC	3509458
Columbia Systems International of South Carolina, LLC	3481720
Columbia Systems International of South Carolina, LLC	3499772
Columbia Systems International of South Carolina, LLC	3506058
Columbia Systems International of South Carolina, LLC	3469908
Columbia Systems International of South Carolina, LLC	3471444
Columbia Systems International of South Carolina, LLC	3471463
Columbia Systems International of South Carolina, LLC	3462121
Columbia Systems International of South Carolina, LLC	3462123
Columbia Systems International of South Carolina, LLC	3518028
Columbia Systems International of South Carolina, LLC	3694701
Columbia Systems International of South Carolina, LLC	3811652
Columbia Systems International of South Carolina, LLC	3287233
Columbia Systems International of South Carolina, LLC	3334712
Columbia Systems International of South Carolina, LLC	3246854
Columbia Systems International of South Carolina, LLC	3352155
Columbia Systems International of South Carolina, LLC	3244311
Columbia Systems International of South Carolina, LLC	4038060
Columbia Systems International of South Carolina, LLC	4124254

COLUMBIA TERRACORE

RESTROOM IN A BOX TOILET PARTITIONS LOCKERS SHOWER STALLS ACCESSORIES

COLUMBIA VORTEX

COLUMBIA POLYLIFE

COLUMBIA ACCESSORIES

POLYLIFE

COLUMBIA GUARD

FAST-FAB

COLUMBIA F A S T F A B

COLUMBIA UNI-BOX

TREE FREE

THE "NO CLOTHES REQUIRED" HAND DRYER.

COLUMBIA LOCKERS

COLUMBIA PARTITIONS



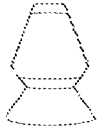

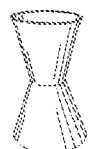
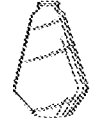

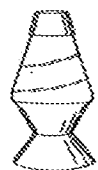
PARTITION IMAGES, INC.

NATIONAL TOILET PARTITIONS, LLC

BLOCKMASTER

GALAXY HARDWARE, INC.

CSISC COLUMBIA SYSTEMS INTERNATIONAL OF SOUTH CAROLINA LLC

Great Spirits Company, LLC	2196103	KNAPPOGUE CASTLE WHISKEY
Great Spirits Company, LLC	2452996	BORU
Castle Brands Inc.	3207458	CASTLE BRANDS
Castle Brands Inc.	3085292	CLONTARF
		
Castle Brands Inc.	3244036	
Castle Brands Inc.	3244037	CELTIC HONEY
Castle Brands Inc.	4064299	CASTELLO MIO
Castle Brands Inc.	4485885	IRISH TO THE CORE
Castle Brands Inc.	4383099	CASTELLO MIO
Castle Brands Inc.	4482372	I WILL NOT DRINK BAD WINE
Castle Brands Inc.	4034844	
Castle Brands (USA) Corp.	2196103	KNAPPOGUE CASTLE WHISKEY
Castle Brands (USA) Corp.	2452996	BORU
Castle Brands (USA) Corp.	2903750	BORU CRAZZBERRY
Castle Brands (USA) Corp.	2872936	BRADY'S
Castle Brands (USA) Corp.	4034840	CC: I WILL NOT DRINK BAD WINE
Castle Brands (USA) Corp.	4034847	BETTS & SCHOLL
Lava Lite, LLC	852625	LAVA LITE
Lava Lite, LLC	912764	THE WAVE
		
Lava Lite, LLC	1611140	
Lava Lite, LLC	2113753	LAVA
Lava Lite, LLC	2121684	
Lava Lite, LLC	2314046	
Lava Lite, LLC	2316231	LAVA
Lava Lite, LLC	4043605	
Lava Lite, LLC	2733775	BLIP
Lava Lite, LLC	3737781	
Lava Lite, LLC	2591733	LAVA
Lava Lite, LLC	2799386	LAVA BRAND
Lava Lite, LLC	2972900	END UPS
Lava Lite, LLC	2883215	

Lava Lite, LLC	4195340	CLEARVIEW
Norazza, Inc.	3043279	NORAZZA
Norazza, Inc.	2855871	DATADESTROYER
Norazza, Inc.	2825013	APE CASE
Norazza, Inc.	4532344	ENSPIRE
Norazza, Inc.	4231586	EE ENSPIRE
MDR Specialty Distribution Corp.	3101066	VENUITY HEALTH CARE
MDR Specialty Distribution Corp.	3790779	TRIPLETRAK
AWP Windows and Doors, LLC	3267127	WEST PALM SERIES
AWP Windows and Doors, LLC	3383748	IMPACT VIEW
AWP Windows and Doors, LLC	3383749	IMPACT VIEW

PATENTS		
DEBTOR	PATENT NO.	TITLE
Homasote Company	7228967	MEANS FOR SAFELY SUPPORTING FRAGILE ARTICLES
Lava Lite, LLC	7871173	MULTI-COLORED LIGHTING DEVICE
Lava Lite, LLC	7717581	COLOR CHANGING LIGHTING DEVICE
Hair Systems, Inc.	7186679	STABILIZATION OF FRAGRANCES IN SALT MIXTURES BY DUAL ENCAPSULATION AND ENTRAPMENT
Hair Systems, Inc.	7226583	COMPOSITION CONTAINING LEUKOCYTE EXTRACT FOR THE WHITENING OR LIGHTENING OF SKIN
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	5996451	HAND TOOL WITH SCULPTED HANDLES AND INTEGRAL KEY RING
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	6212978	SELF-ADJUSTING PLIERS
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	6279431	SELF-ADJUSTING PLIERS
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	6748829	SELF-ADJUSTING PLIERS
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	6658971	SELF-ADJUSTING TOOL UTILIZING A CAM
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	7216570	SWITCHABLE SELF-ADJUSTING PLIERS
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	7444907	SELF-ADJUSTING PLIERS
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	8739415	TWO-STAGE FORCE MULTIPLIER TIN SNIPS
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	D407616	COMBINATION TOOL
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	D460332	COMBINATION TOOL
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	D407286	MULTI-PURPOSE HAND TOOL
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	D407287	MULTI-PURPOSE HAND TOOL
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	D499320	SELF-ADJUSTING PLIERS
I.D.L. Tech Tools, LLC I.D.L. Techni Edge, LLC	D538121	PLIERS
New Dimensions Research Corporation	5318190	ADJUSTABLE DISPLAY TRAY
New Dimensions Research Corporation	6877618	SHELF AND DISPLAY DEVICE
New Dimensions Research Corporation	7131543	DISPLAY DEVICE
New Dimensions Research Corporation	7419062	SHELF UNIT
New Dimensions Research Corporation	7458473	DISPLAY SHELF
New Dimensions Research Corporation	D398170	JEWELRY DISPLAY STAND
New Dimensions Research Corporation	D435182	MERCHANDISE DISPLAY STAND
New Dimensions Research Corporation	D430432	MERCHANDISE DISPLAY STAND
New Dimensions Research Corporation	D447649	BASE FOR A MERCHANDISE DISPLAY STAND
New Dimensions Research Corporation	D489556	SHELF
New Dimensions Research Corporation	D486324	DISPLAY UNIT
New Dimensions Research Corporation	D489198	DISPLAY DEVICE
New Dimensions Research Corporation	D511426	DISPLAY UNIT
New Dimensions Research Corporation	D496193	DISPLAY UNIT
New Dimensions Research Corporation	D496194	DISPLAY UNIT
New Dimensions Research Corporation	D527426	PRICING CLIP
New Dimensions Research Corporation	D565322	DISPLAY SHELF
New Dimensions Research Corporation	D566989	DISPLAY ASSEMBLY

CONTRIBUTION AGREEMENT
BY AND AMONG
KELTIC FINANCIAL SERVICES, LLC,
KELTIC FINANCIAL PARTNERS II, LP
AND
KELTIC FINANCIAL PARTNERS, LP

Dated as of May 1, 2009

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CONTRIBUTION AGREEMENT (this "*Agreement*") by and among **KELTIC FINANCIAL SERVICES, LLC**, a Delaware limited liability company with offices located at 580 White Plains Road, Suite 610, Tarrytown, New York 10591, **KELTIC FINANCIAL PARTNERS II, LP**, a Delaware limited partnership with offices located at 580 White Plains Road, Suite 610, Tarrytown, New York 10591 (the "*Partnership*"), and **KELTIC FINANCIAL PARTNERS, LP**, a Delaware limited partnership with offices located at 580 White Plains Road, Suite 610, Tarrytown, New York 10591 ("*Contributor*") is entered into as of May 1, 2009.

WHEREAS, Contributor wishes to contribute substantially all of Contributor's assets, and all of Contributor's liabilities to the Partnership in exchange for admission to the Partnership as a limited partner of the Partnership (a "*Limited Partner*") and related allocation to Contributor as a Limited Partner of limited partnership interests of the Partnership (the "*LP Interests*"), and the Partnership wishes to admit Contributor as a Limited Partner and allocate to Contributor the LP Interests upon receipt of the Contributed Property (as defined below), as further described below and on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement, the parties hereby agree as follows:

ARTICLE 1 DEFINED TERMS

1.1 Definitions. Unless otherwise specifically defined in this Agreement, the following capitalized terms shall have the following meanings when used in this Agreement:

"*April Balance Sheet*" shall mean the unaudited interim balance sheet of Contributor as of April 30, 2009

"*Business*" shall mean Contributor's business of making, either individually, or through participation, syndication or other co-lending arrangements, loans to business enterprises, and operating, maintaining, acquiring and/or disposing of one or more portfolios of such loans.

"*GAAP*" shall mean shall mean United States generally accepted accounting principles, as applied on a consistent basis to Contributor's historical financial statements.

"*General Partner*" shall mean, with respect to Contributor, Keltic Financial Services, LLC, in its capacity as General Partner of Contributor, and with respect to the Partnership, shall mean Keltic Financial Services, LLC, in its capacity as General Partner of the Partnership.

ARTICLE 2 CONTRIBUTION OF ASSETS

2.1 Contribution of Assets. Upon the terms and subject to the conditions of this Agreement, on the Closing Date Contributor will contribute, convey, transfer, assign and deliver to the Partnership, and the Partnership will acquire from Contributor, in exchange for the Partnership's admission of Contributor as a Limited Partner, free and clear of all mortgages, liens, charges, security interests or other encumbrances (except as set forth in **Schedule 2.1** attached hereto), every property and asset of Contributor of every kind, nature and description, real, personal and mixed, tangible and intangible and wherever situated, related to, used in or comprising Contributor's Business, *but excluding* the name "Keltic Financial Partners, LP", and all rights, title and interest of Contributor thereto (collectively, the "**Contributed Assets**"). The Contributed Assets shall include the assets of Contributor shown on the April Balance Sheet

ARTICLE 3 ASSUMPTION OF LIABILITIES

3.1 Assumption of Liabilities. In connection with the contribution of the Contributed Assets to the Partnership, Contributor shall assign to the Partnership, and the Partnership shall assume and agree to pay, perform and discharge when due, all liabilities, obligations, indebtedness, covenants and duties of any kind or nature, present or future, direct or indirect, absolute or contingent, due or to become due, now due or hereafter arising and howsoever acquired of the Contributor related to the Business, *but excluding* any claims, liabilities or obligations of Contributor of any kind or nature now or hereafter arising under this Agreement (collectively, the "**Assumed Liabilities**", and together with the Contributed Assets, the "**Contributed Property**"). The Assumed Liabilities shall include the liabilities of Contributor shown on the April Balance Sheet.

ARTICLE 4 CLOSING; DELIVERIES; ADMISSION AS LIMITED PARTNER

4.1 Closing; Effective Time. Subject to the satisfaction of each covenant and condition of the Contributor or the Partnership, respectively, or waiver of any such covenant or condition by the party to whom such covenant or condition runs, the closing of the contribution, assignment and assumption of the Contributed Property (the "**Closing**") shall take place at the offices of the Partnership at 10:00 a.m., local time, on the date hereof (the "**Closing Date**"). Notwithstanding the foregoing, the effective time of the closing of the contribution, assignment and assumption of the Contributed Property pursuant to this Agreement shall be deemed to have occurred at 12:01 a.m., local time, on the Closing Date.

4.2 Deliveries by Contributor. At the Closing, Contributor shall have delivered to the Partnership (unless delivered previously) (a) all of the Contributed Property, including all relevant transfer documentation necessary to transfer such property to the

Partnership, (b) a certificate from the General Partner of Contributor attaching copies of Contributor's certificate of formation, limited partnership agreement and resolutions authorizing the execution, delivery and performance of this Agreement and the taking of all actions required of Contributor hereunder or in connection herewith, (c) an executed counterpart of the Limited Partnership Agreement of the Partnership, and (d) such other documents and instruments as may be reasonably requested by the Partnership in order to consummate the transactions contemplated by this Agreement.

4.3 Deliveries by the Partnership. At the Closing, the Partnership shall have delivered to Contributor (unless delivered previously) (a) a certificate from the General Partner of the Partnership attaching copies of the Partnership's certificate of formation, limited partnership agreement and resolutions authorizing the execution, delivery and performance of this Agreement and the taking of all actions required of the Partnership hereunder or in connection herewith, and (b) an executed counterpart of the Limited Partnership Agreement of the Partnership.

4.4 Admission of Contributor as a Limited Partner. Upon (a) the delivery by Contributor of all items described in **Section 4.2**, above, and satisfaction by Contributor, or waiver by the Partnership, of all conditions precedent to the obligations of the Partnership described herein, and (b) the delivery by the Partnership of all items described in **Section 4.3**, above, and satisfaction by the Partnership, or waiver by Contributor, of all conditions precedent to the obligations of Contributor described herein, Contributor shall be admitted as a Limited Partner of the Partnership and the General Partner shall cause the Partnership to admit Contributor as a Limited Partner and shall cause the Partnership to reflect Contributor as a Limited Partner on the Partnership's books and records pursuant to the terms of the Limited Partnership Agreement of the Partnership.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF THE PARTNERSHIP

The General Partner of the Partnership and the Partnership represent and warrant, jointly and severally, to Contributor that:

5.1 Organization, Qualifications and Power. The Partnership is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly licensed or qualified to transact business as a foreign corporation and is in good standing in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except where the failure to qualify, whether individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the Partnership's properties, assets, business, financial condition or results of operations (a "**Material Adverse Effect**"). The Partnership has the power and authority to (i) own and hold its properties and to carry on its business as now conducted, (ii) execute, deliver and perform its obligations under this Agreement and all other documents required to be delivered by the Partnership hereunder (collectively, the "**Transaction Documents**"), and

(iii) to admit Contributor as a Limited Partner upon satisfaction of the terms and conditions contained herein and the Limited Partnership Agreement of the Partnership

5.2 Authorization of Agreements, Etc.

(a) (i) The execution and delivery by the General Partner of the Partnership of this Agreement and the Transaction Documents, (ii) the performance by the Partnership of its obligations hereunder and thereunder, and (iii) the admission of Contributor as a Limited Partner, have been duly authorized by all requisite action by the General Partner of the Partnership and the Partnership and will not result in a violation of, conflict with, result in a breach of, constitute (with due notice or lapse of time or both) a default under, result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of LP Interests or any of the Partnership's assets under, or trigger any first refusal, first offer, repurchase or similar right with respect to any of the LP Interests or any of the Partnership's assets under: (A) any law, statute, rule or regulation or any judgment, decree or order of any court or other agency of government to which the Partnership or any of its assets is subject; (B) any provision of the Certificate of Limited Partnership of the Partnership (the "**LP Certificate**"), or the Limited Partnership Agreement of the Partnership, or (C) any provision of any indenture, agreement or other instrument to which the Partnership or any of its assets is bound or affected.

(b) Upon issuance to Contributor, the LP Interests will be free and clear of all liens, charges, restrictions, claims and encumbrances imposed by or through the Partnership, except as set forth in the LP Certificate and the Limited Partnership Agreement of the Partnership, as the same may be amended from time to time.

5.3 Validity. This Agreement has been duly executed and delivered by the General Partner of the Partnership and constitutes the legal, valid and binding obligation of the Partnership, enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to general principles of equity. The Transaction Documents to be executed on behalf of the Partnership, when executed and delivered by the General Partner of the Partnership in accordance with this Agreement, will constitute legal, valid and binding obligations of the Partnership, enforceable in accordance with their respective terms, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to general principles of equity.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF CONTRIBUTOR

The General Partner of Contributor and Contributor represent and warrant, jointly and severally, to the Partnership that:

6.1 Organization, Qualifications and Power. Contributor is a limited partnership duly formed, validly existing and in good standing under the laws of the State of Delaware and is duly licensed or qualified to transact business as a foreign corporation and is in good standing in each jurisdiction in which the nature of the business transacted by it or the character of the properties owned or leased by it requires such licensing or qualification, except where the failure to qualify, whether individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Contributor. Contributor has the power and authority to (i) own and hold its properties and to carry on its Business as now conducted, (ii) execute, deliver and perform its obligations under this Agreement and all other Transaction Documents required to be delivered by Contributor hereunder, and (iii) contribute, convey, transfer, assign and deliver the Contributed Property to the Partnership.

6.2 Authorization of Agreements, Etc. (a) The execution and delivery by the General Partner of Contributor of this Agreement and the Transaction Documents, (b) the performance by Contributor of its obligations hereunder and thereunder, and (c) the contribution, conveyance, transfer, assignment and delivery to the Partnership of the Contributed Property, have been duly authorized by all requisite action by the General Partner of the Partnership and the Partnership and will not result in a violation of, conflict with, result in a breach of, constitute (with due notice or lapse of time or both) a default under, result in the creation or imposition of any lien, charge, restriction, claim or encumbrance of any nature whatsoever upon any of the Contributed Property or any of Contributor's assets under, or trigger any first refusal, first offer, repurchase or similar right with respect to any of the Contributed Property or any of Contributor's assets under: (i) any law, statute, rule or regulation or any judgment, decree or order of any court or other agency of government to which Contributor or any of its assets is subject; (ii) any provision of the Certificate of Limited Partnership of Contributor, or the Agreement of Limited Partnership of Contributor, as the same may have been amended from time to time, or (iii) any provision of any indenture, agreement or other instrument to which Contributor or any of its assets is bound or affected.

6.3 Validity. This Agreement has been duly executed and delivered by the General Partner of Contributor and constitutes the legal, valid and binding obligation of Contributor, enforceable in accordance with its terms, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to general principles of equity. The Transaction Documents to be executed on behalf of Contributor, when executed and delivered by the General Partner of Contributor in accordance with this Agreement, will constitute legal, valid and binding obligations of Contributor, enforceable in accordance with their respective terms, subject, as to enforcement of remedies, to applicable bankruptcy, reorganization, insolvency and similar laws and to general principles of equity.

6.4 Ownership of Contributed Property. The Contributor owns all of the Contributed Property and will transfer all of the Contributed Property to the Partnership free and clear of all liens, charges, restrictions, claims and encumbrances except as described in **Schedule 2.1** attached hereto.

6.5 *Investment Representations.*

(a) Contributor is an “accredited investor” within the meaning of Rule 501 under the U.S. Securities Act of 1933, as amended (the “*Securities Act*”) and understands that the LP Interests have not been registered under the Securities Act or any other relevant law;

(b) Contributor is acquiring the LP Interests for the Contributor’s own account for investment and not with a view to the resale or distribution or public offering thereof within the meaning of applicable securities laws or any other relevant law;

(c) Contributor is not a registered investment company under the Investment Company Act of 1940, as amended (the “*Investment Company Act*”), and is not required to register as an investment company under the Investment Company Act or is otherwise exempt from registration under Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act. For purposes of Section 3(c)(1) of the Investment Company Act, Contributor is the sole beneficial owner of the LP Interests and Contributor counts as “one” for purposes of such section; and

(d) Contributor has read and understands the considerations set forth in the Private Placement Memorandum relating to the Partnership concerning risk factors, conflicts of interest, certain tax considerations and certain regulatory considerations and further understands that the contents of the Private Placement Memorandum do not constitute legal, tax or financial advice, and therefore, a professional advisor should be consulted as to the legal, tax, financial or other matters relevant to the suitability of its investment in the LP Interests

ARTICLE 7

COVENANTS OF CONTRIBUTOR; COVENANTS OF THE PARTNERSHIP

7.1 *Covenants of Contributor.*

(a) Delivery of Proceeds of Contributed Assets Following the Closing Date Contributor shall hold in trust for the benefit of the Partnership and will remit to the Partnership at the location instructed by the Partnership any proceeds of accounts, accounts receivable or other Contributed Property which Contributor receives subsequent to the Closing Date. Contributor will remit these funds weekly (every Tuesday consisting of cash collected the previous Monday through Friday); said funds will be wired to the Partnership at the Partnership’s cost pursuant to the wire instructions provided by the Partnership from time to time. Initially, all such wires shall be delivered pursuant to the following instructions:

Beneficiary Bank: Bank of America
ABA Routing No.: 026009593
Account Name: Keltic Financial Partners II, LP
Account No.: 483024227703
Reference: *[Name of Borrower]*

(b) April Balance Sheet. The April Balance Sheet shall be prepared by Contributor from the books and records of Contributor in accordance with GAAP, consistently applied, shall be complete in all material respects, and shall present fairly the assets and liabilities of Contributor of April 30, 2009. Contributor shall deliver the April Balance Sheet to the Partnership on or before May 30, 2009.

(c) Further Assurances. In addition to the actions, documents and instruments specifically required to be taken or delivered hereby, prior to and after the Closing and without further consideration, the General Partner of Contributor and/or Contributor, as applicable, shall execute, acknowledge and deliver such other assignments, transfers, consents and other documents and instruments and shall take such other actions as any party, or their counsel, may reasonably request in order to complete and perfect the transactions contemplated by this Agreement.

7.2 Covenants of the Partnership. In addition to the actions, documents and instruments specifically required to be taken or delivered hereby, prior to and after the Closing and without further consideration, the General Partner of the Partnership and/or the Partnership, as applicable, shall execute, acknowledge and deliver such other assignments, transfers, consents and other documents and instruments and shall take such other actions as any party, or their counsel, may reasonably request in order to complete and perfect the transactions contemplated by this Agreement.

ARTICLE 8 MISCELLANEOUS

8.1 Expenses. Each party hereto will pay its own expenses in connection with the transactions contemplated hereby, whether or not such transactions shall be consummated.

8.2 Parties in Interest. All representations, covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto whether so expressed or not. Without limiting the generality of the foregoing, all representations, covenants and agreements benefiting the Contributor shall inure to the benefit of any and all subsequent holders from time to time of LP Interests and may be assigned by the Contributor at any time and from time to time in accordance with the terms of the Limited Partnership Agreement of the Partnership, as the same may be amended from time to time.

8.3 Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested or delivered by overnight courier addressed to the party as indicated in the recitals to this Agreement, or to any other address of such party communicated in writing to the other parties hereto. All such notices, requests, demands and other communications shall be deemed to have been received (i) if delivered personally, on the day delivered, (ii) if mailed registered or certified mail (return receipt requested), on the next business day following the day on which the written receipt of such mail is signed and (iii) if sent by next day or overnight mail or courier, on the day delivered.

8.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles.

8.5 Entire Agreement. This Agreement, including the Schedules and Exhibits hereto, and the Transaction Documents, constitute the sole and entire agreement of the parties with respect to the subject matter hereof. All Schedules and Exhibits hereto are hereby incorporated herein by reference.

8.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

8.7 Amendments. This Agreement may not be amended or modified, and no provisions hereof may be waived, without the written consent of the parties hereto.

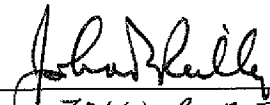
8.8 Severability. If any provision of this Agreement shall be declared void or unenforceable by any judicial or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

8.9 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting any term or provision of this Agreement.

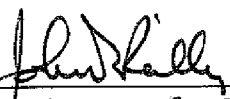
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[SIGNATURE PAGE IMMEDIATELY FOLLOWS]***

IN WITNESS WHEREOF, the parties hereto have executed this Contribution Agreement as of the day and year first above written.

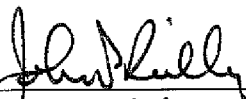
KELTIC FINANCIAL PARTINERS, LP
By Keltic Financial Services, LLC its general partner

By: 
Name: JOHN P. REILLY
Title: PRES & CEO

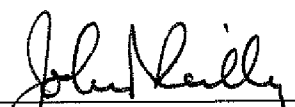
KELTIC FINANCIAL SERVICES, LLC
In its capacity as General Partner of Keltic Financial Partners, LP

By: 
Name: JOHN P. REILLY
Title: PRES & CEO

KELTIC FINANCIAL PARTNERS II, LP
By Keltic Financial Services, LLC its general partner

By: 
Name: JOHN P. REILLY
Title: PRES & CEO

KELTIC FINANCIAL SERVICES, LLC
In its capacity as General Partner of Keltic Financial Partners II, LP

By: 
Name: JOHN P. REILLY
Title: PRES & CEO

SCHEDULE 2.1
LIENS AND ENCUMBRANCES ON CONTRIBUTED ASSETS

SCHEDULE 2.1
LIENS AND ENCUMBRANCES ON CONTRIBUTED ASSETS

All liens, security interests and encumbrances granted by Contributor to Israel Discount Bank for itself and as agent for certain “Lenders”, pursuant to that certain Security Agreement dated as of December 12, 2003 by and among Contributor, Israel Discount Bank for itself and as agent, and the Lenders named therein, as continued, amended, modified and/or restated pursuant to that certain Amended and Restated Security Agreement dated as of May 1, 2009 by and among the Partnership, Israel Discount Bank for itself and as agent, and the Lenders named therein.