

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3228352

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SABERT CORPORATION	09/29/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION, AS AGENT	
<b>Street Address:</b>	TWO TOWER CENTER BOULEVARD	
<b>City:</b>	EAST BRUNSWICK	
<b>State/Country:</b>	NEW JERSEY	
<b>Postal Code:</b>	08816	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Patent Number:	8672166
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(732)726-6603	
<i>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.</i>		
<b>Phone:</b>	7328556046	
<b>Email:</b>	sbordon@wilentz.com	
<b>Correspondent Name:</b>	PETER R. HERMAN, ESQ.	
<b>Address Line 1:</b>	90 WOODBRIDGE CENTER DRIVE	
<b>Address Line 4:</b>	WOODBIDGE, NEW JERSEY 07095	
<b>NAME OF SUBMITTER:</b>	PETER R. HERMAN, ESQ.	
<b>SIGNATURE:</b>	/prh/	
<b>DATE SIGNED:</b>	02/17/2015	
<b>Total Attachments: 7</b>		
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**SECOND AMENDMENT TO PATENTS, TRADEMARKS  
AND COPYRIGHT SECURITY AGREEMENT**

This Second Amendment to Patents, Trademarks and Copyrights Security Agreement made as of the 29th day of September, 2014 (this "Amendment") by and between **SABERT CORPORATION** ("Grantor"), a corporation organized under the laws of the State of New Jersey, and **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), a national banking association, as Agent (the "Agent"), for itself and other Lenders.

W I T N E S S E T H:

WHEREAS, PNC, as an Agent and as a Lender, Wells Fargo Bank, N.A. (successor-in-interest by merger to Wachovia Bank, N.A.) as a Lender, JPMorgan Chase, as a Lender, Grantor, and other parties related to the Grantor previously entered into commercial lending arrangements in accordance with the terms and conditions of a certain Amended and Restated Loan and Security Agreement dated November 9, 2007, as amended from time to time (the "2007 Loan Agreement");

WHEREAS, in connection with the execution and delivery of the 2007 Loan Agreement, the Grantor also executed and delivered in favor of the Agent a certain Patents, Trademarks, and Copyrights Security Agreement dated November 9, 2007, as amended (the "IP Security Agreement").

WHEREAS, in connection with the execution and delivery of a certain Second Amended and Restated Loan and Security Agreement of herewith by and among the Agent, Lenders, Grantor, and other parties related to the Grantor, parties hereto have agreed, among other things, to update and add new intellectual property to the IP Security Agreement.

NOW, THEREFORE, for and in consideration of mutual covenants and agreements herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

1. The first "WHEREAS" clause contained on page 1 of the IP Security Agreement is hereby amended to read as follows:

WHEREAS, pursuant to a certain Second Amended and Restated Loan and Security Agreement (as same may be amended, modified or supplemented from time to time, the "Loan Agreement") and other loan documents either previously, simultaneously, or to be executed in connection therewith (as same may be amended, modified or supplemented from time to time, all of which are, together with the Loan Agreement, collectively referred to as the "Loan Documents") dated September 29, 2014 by and among the Grantor, SABERT HOLDING CORP., a corporation organized under the laws of the State of New Jersey ("SHC"), SABERT CORPORATION, a corporation organized under the laws of the State of New Jersey ("Sabert"), SABERT ASIA HOLDINGS LIMITED, a corporation organized under the laws of Hong Kong ("Sabert Asia"), SABERT CORPORATION EUROPE, S.A., a corporation organized under the laws of Belgium ("Sabert Europe"), STN REALTY, LLC, a limited liability company organized under the laws of the State of New Jersey ("STNRNJ"), STN REALTY CALIFORNIA, LLC, a limited liability company organized under the laws of the State of California ("STNRC"), STN REALTY KENTUCKY, LLC, a limited liability company organized under the laws of the State of Delaware ("STNRK"), SDC NJ, LLC, a limited liability company organized under the laws of the State of New Jersey ("SDC"), NUVIDA PLASTIC TECHNOLOGY, INC. (formerly known as The Earth Village Recycling Company, a corporation organized under the laws of the State of Delaware, ("Nuvida") and STN REALTY DELAWARE, LLC, a limited liability company under the laws of the State of Delaware, ("STNRDE") (SHC, Sabert, Sabert Asia, Sabert Europe, STNRNJ, STNRC, STNRK, SDC, Nuvida and STNRDE, each a "Borrower" and collectively "Borrowers"), PNC, and various financial institutions named therein or which hereafter become a party thereto (together with PNC collectively, "Lenders") and PNC as agent for Lenders (in such capacity, "Agent"), the Lenders have agreed to make certain loans and other credit facilities; and

2. Schedule B of the IP Security Agreement hereby amended to add thereto the Patents listed on the Schedule B-1 attached hereto and the Trademarks listed on C-1 attached hereto.

3. Grantor acknowledges and represents that:

(a) the IP Security Agreement, as amended hereby, is in full force and effect without any defense, claim, counterclaim, right or claim of set-off;

(b) all representations and warranties of the Grantor contained in the IP Security Agreement are true and correct in all material respects as of this date, except for any representation or warranty that specifically refers to an earlier date;

(c) Grantor has taken all necessary action to authorize the execution and delivery of this Amendment; and

(d) this Amendment is a modification of an existing obligation and is not a novation.

4. All capitalized terms contained in this Amendment shall have the same meanings ascribed to them in the Loan Agreement.

5. This Amendment may be executed in one or more counterparts, each of which shall constitute one and the same Amendment.

The execution hereof as of the day and year first above written.

**SABERT CORPORATION**

BY: 

Name: **GARY ZIZNEWSKI**

Title: **Chief Financial Officer**

**PNC BANK, NATIONAL ASSOCIATION**

By: 

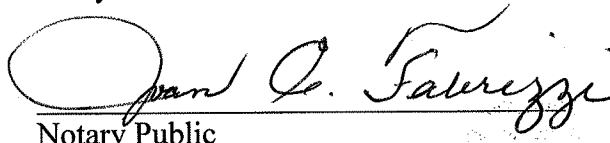
Name: **SHARON LANDGRAF**

Title: **Senior Vice President**

STATE OF NEW JERSEY :  
:SS:  
COUNTY OF MIDDLESEX :

On this 29th day of September, 2014, before me, a notary public for the State of New Jersey, the undersigned officer, personally appeared **GARY ZIZNEWSKI**, who acknowledged himself to be the Chief Financial Officer of Sabert Corporation being authorized to do so, executed the foregoing therein contained by signing the name of the corporation by himself as Chief Financial Officer.

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

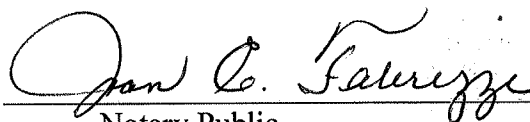
  
Notary Public

JOAN E. FABRIZZI  
NOTARY PUBLIC, State of New Jersey  
My Commission Expires Feb. 24, 2015

STATE OF NEW JERSEY :  
:SS:  
COUNTY OF MIDDLESEX :

On this 29th day of September, 2014, before me, a notary public for the State of New Jersey, the undersigned officer, personally appeared **SHARON LANDGRAF**, who acknowledged herself to be the Vice President of PNC BANK, NATIONAL ASSOCIATION, being authorized to do so, executed the foregoing therein contained by signing the name of the corporation by herself as Vice President.

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

  
Notary Public

JOAN E. FABRIZZI  
NOTARY PUBLIC, State of New Jersey  
My Commission Expires Feb. 24, 2015


**SCHEDULE B-1**  
**(Additional Patents)**

**PATENTS**

U.S. Patent US 8,672,166

**SCHEDULE C-1**  
(Additional Trademarks)

**TRADEMARKS**

<b>Serial No.</b>	<b>Reg. No.</b>	<b>Mark</b>
77575290	3,707,629	G, GAGE & Design 
77575289	3,707,628	Gage
73051781	1,042,919	Pick-A-Part
76-695825	3,807,395	ENJOY
76-704339		ITS YOUR BRAND IN THEIR HAND
76-703937		LOCK OUT TAMPERING, LOCK IN PROFITS
76-703752		SURESTRIP
76-699393		ULTRASTACK