

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3278589

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	SERATEK, LLC	12/19/2014
RECEIVING PARTY DATA		
Name:	GARY R. LARSEN	
Street Address:	726 EASTWOOD CIRCLE	
City:	WEBSTER	
State/Country:	NEW YORK	
Postal Code:	14580	
Name:	JAMES W. FISCHER	
Street Address:	118 BELLEHURST DRIVE	
City:	ROCHESTER	
State/Country:	NEW YORK	
Postal Code:	14617	
Name:	RONALD W. SWEET	
Street Address:	5560 EAST LAKE ROAD	
City:	CONESUS	
State/Country:	NEW YORK	
Postal Code:	14435	
PROPERTY NUMBERS Total: 14		
Property Type	Number	
Patent Number:	5275104	
Patent Number:	5611281	
Patent Number:	5699738	
Patent Number:	5842418	
Patent Number:	6142076	
Patent Number:	5913345	
Patent Number:	6006843	
Patent Number:	7712698	
Patent Number:	6196128	
Patent Number:	6708617	

PATENT

Property Type	Number
Patent Number:	7503518
Patent Number:	6401287
Patent Number:	6378154
Patent Number:	6568326

CORRESPONDENCE DATA

Fax Number: (585)454-3968

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: (585) 987-2800

Email: patents@woodsoviatt.com

Correspondent Name: WOODS OVIATT GILMAN, LLP

Address Line 1: 2 STATE STREET

Address Line 2: 700 CROSSROADS BUILDING

Address Line 4: ROCHESTER, NEW YORK 14614

ATTORNEY DOCKET NUMBER: PO750.67170

NAME OF SUBMITTER: RONALD J. KISICKI, ESQ.

SIGNATURE: /Ronald J. Kisicki/

DATE SIGNED: 03/24/2015

Total Attachments: 8

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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 19, 2014 (the "Intellectual Property Security Agreement"), is made by SERATEK, LLC, a New York limited liability company having a principal place of business at 215 Tremont Street, Rochester, New York 14608 ("Grantor") in favor of GARY R. LARSEN, an individual residing at 726 Eastwood Circle, Webster, New York 14580 ("Larsen"), JAMES W. FISCHER, an individual residing at 118 Bellehurst Drive, Rochester, New York 14617 ("Fischer") and RONALD W. SWEET, an individual residing at 5560 East Lake Road, Conesus, New York 14435 ("Sweet" and together with Larsen and Fischer, each individually a "Secured Party", and collectively, the "Secured Parties").

WHEREAS, the Secured Parties, Polymag 8, Inc., a New York corporation (the "Purchaser"), and the Principals (as defined therein) are parties to that Purchase Agreement dated as of the date hereof (the "Purchase Agreement"), pursuant to which the Secured Parties have agreed to sell all of the Business Interests (as defined therein) in Grantor to the Purchaser on the terms and subject to the conditions set forth therein;

WHEREAS, in payment of the Business Interest Purchase Price (as defined in the Purchase Agreement), the Purchaser has issued to each Secured Party a Note (as defined in the Purchase Agreement) dated as of the date hereof;

WHEREAS, effective upon the consummation of the transaction consummated by the Purchase Agreement, Grantor shall be a wholly-owned subsidiary of the Purchaser;

WHEREAS, under the terms of a certain General Security Agreement of even date herewith (the "Security Agreement"), Grantor has granted a security interest in all of the assets of Grantor, including, without limitation, all of the intellectual property set forth in Exhibit A, attached hereto and incorporated herein;

WHEREAS, Grantor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants each Secured Party (ratably in proportion to the Obligations (as defined in the Security Agreement) held by each of them) a security interest in and to all of Grantor's right, title and interest in and to the following (the "**Intellectual Property Collateral**"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations:

(a) All United States and foreign trademarks, trade names, trade styles, trade dress, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or

business identifiers, designs and general intangibles of a like nature, all registrations and applications to register any of the foregoing including, but not limited to: (i) the registrations and applications referred to in *Exhibit A* hereto (as such schedule may be amended or supplemented from time to time), (ii) all rights to, and to obtain, any extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) the right to sue or otherwise recover for any and all past, present and future infringements, dilutions, and other violations of any of the foregoing or for any injury to goodwill, (v) all proceeds and products of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "Trademarks");

(b) All United States, foreign, and multinational patents, certificates of invention, and patentable inventions (whether or not reduced to practice) or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in *Exhibit A* hereto (as such schedule may be amended or supplemented from time to time), (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all inventions and improvements described therein, (iv) all rights to sue or otherwise recover for any past, present and future infringements or other violations thereof, (v) all proceeds and products of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (vi) all other rights of any kind whatsoever corresponding thereto throughout the world (collectively, the "Patents");

(c) All copyrights arising under the laws of the United States, any other country, or union of countries, or any political subdivision of any of the foregoing, whether registered or unregistered and whether or not the underlying works of authorship have been published, including, but not limited to, copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), all protectable designs, and all works of authorship and other intellectual property rights embodied therein, all copyrights of works based on, incorporated in, derived from or relating to works covered by such copyrights, all right to make and exploit derivative works based on or adopted from works covered by such copyrights, and with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to in *Exhibit A* hereto (as such schedule may be amended or supplemented from time to time), (ii) the right to, and to obtain, all extensions and renewals thereof, (iii) all rights to sue, or otherwise recover, for any past, present, and future infringements and other violations thereof, (iv) all proceeds and products of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, and (v) all other rights of any kind whatsoever corresponding thereto throughout the world ("Copyrights");

(d) All trade secrets and all other confidential or proprietary information and know-how, whether or not such trade secret has been reduced to a writing or other tangible form, including, without limitation, manufacturing and production processes and techniques, inventions, research and development information, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans, and customer and supplier lists and information, including, without limitation, (i) the right to sue or otherwise

recover for any and all past, present and future infringements, misappropriations, and other violations thereof, (ii) all proceeds and products of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit, (iii) all other rights of any kind whatsoever accruing thereunder or pertaining thereto, and (iv) all documents and things embodying, incorporating, or referring in any way to such trade secret (collectively, the "Trade Secrets"); and

(e) All licenses or agreements, whether written or oral, providing for the grant by or to Grantor of: (A) any right to use any Trademark or Trade Secret, (B) any right to manufacture, use, import, export, distribute, offer for sale or sell any invention covered in whole or in part by a Patent, and (C) any right under any Copyright including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright including, without limitation, any of the foregoing identified in Exhibit A, (ii) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of any of the foregoing, (iii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), (iv) all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto, and (v) any and all proceeds of the foregoing. Recordation. Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Intellectual Property Security Agreement.

SECTION 3. Execution in Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts (including by fax, pdf or electronic copy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.


SECTION 5. Conflict Provision. This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and all of the terms of the Security Agreement are hereby incorporated herein by reference. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, each of the undersigned has caused this Intellectual Property Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

SERATEK, LLC

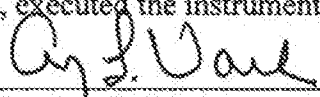
By: 
Name: Peter Byam
Title: President

STATE OF NEW YORK)

) ss.:

COUNTY OF MONROE)

On this 19th day of December, in the year 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared Peter Byam, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

AMY L. VAREL
Notary Public, State of New York
MONROE COUNTY
Commission Expires 3/27/18

Exhibit A

TRADEMARKS

PATENTS

COPYRIGHTS

INTELLECTUAL PROPERTY LICENSES

Exhibit A

TRADEMARKS

Trademark	Registration Number	Registration Date	Application Number	Filing Date
POLYMAG	2287579	10/19/1999	75510556	06/29/1998

PATENTS

Title	Patent Number	Issue Date	Application Number	Filing Date
Automatic Roll Cleaner	5275104	01/04/1994	07930993	08/17/1992
System for Cleaning Particles from a Surface	5611281	03/18/1997	08439063	05/08/1995
Apparatus and Method for Cleaning a Roller	5699738	12/23/1997	08667177	06/20/1996
Apparatus And Method For Cleaning A Roller	5842418	12/01/1998	08936713	09/24/1997
Apparatus And Method For Cleaning A Web Substrate	6142076	11/07/2000	09137892	08/20/1998
Wrap-Limiting Sheet Cleaner For Thin Substrates	5913345	06/22/1999	08940826	09/30/1997

Title	Patent Number	Issue Date	Application Number	Filing Date
Contact Cleaning Roller Oscillated By A Barrel Cam	6006843	12/28/1999	09173398	10/15/1998
Method and Apparatus for Forming a Sheeted Roll of Material	7712698	05/11/2010	11977758	10/26/2007
Traversing Contact Cleaning Roller Cleaner	6196128	03/06/2001	09294952	04/20/1999
Traversing Contact Cleaning Roller System	6708617	03/23/2004	10115199	04/02/2002
Method and Apparatus for Forming a Sheeted Roll of Material	7503518	03/17/2009	11691818	03/27/2007
System for Cleaning a Web Substrate	6401287	06/11/2002	09442937	11/18/1999
Web Cleaning System	6378154	04/30/2002	09501500	02/09/2000
Traversing Contact Cleaning Rolling System	6568326	05/27/2003	09579645	05/26/2000

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None

INTELLECTUAL PROPERTY LICENSES

None