

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3376715

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
EVOLVE CUSTOM, LLC	05/12/2015
RECEIVING PARTY DATA	
Name:	SUSQUEHANNA BANK
Street Address:	8620 SNOWDEN RIVER PARKWAY
City:	COLUMBIA
State/Country:	MARYLAND
Postal Code:	21045
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7198833
Patent Number:	7959991
CORRESPONDENCE DATA	
Fax Number:	(410)727-1115
<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>	
Phone:	410-727-6600
Email:	ssefret@rosenbergmartin.com
Correspondent Name:	SHAWN J. SEFRET, ESQ.
Address Line 1:	25 SOUTH CHARLES STREET
Address Line 2:	21ST FLOOR
Address Line 4:	BALTIMORE, MARYLAND 21201
NAME OF SUBMITTER:	SHAWN J. SEFRET, ESQ.
SIGNATURE:	/SHAWN J SEFRET/
DATE SIGNED:	06/01/2015
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 6	
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This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated as of May 12, 2015, is made by **EVOLVE CUSTOM, LLC**, a Virginia limited liability company (collectively, the "**Grantor**") in favor of **SUSQUEHANNA BANK**, a Pennsylvania banking corporation (the "**Bank**").

WHEREAS, the Grantor and the Bank have entered into a Loan and Security Agreement dated of even date herewith (said Loan and Security Agreement, as it may hereafter be amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Loan Agreement**"). Terms defined in the Loan Agreement and not otherwise defined herein are used herein as defined in the Loan Agreement.

WHEREAS, under the terms of the Loan Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Bank for the benefit of the Bank, and has agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office (or any successor office or any similar office in any state or political subdivision) and other governmental authorities.

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

1. GRANT OF SECURITY

The Grantor hereby pledges and grants to the Bank for the benefit of the Bank a lien on and security interest in and to all of Grantor's right, title and interest in, to and under the following property, wherever located and whether now existing or hereafter arising or acquired from time to time (collectively, the "**Collateral**"):

1.1 all United States patents, patent applications, and certificates of inventions industrial designs set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Loan Agreement and this IP Security Agreement executed and delivered by the Grantor to the Bank from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions, amendments and re-examinations thereof, all inventions both described and claimed therein, and all rights therein provided by international treaties or conventions (the "**Patents**");

1.2 in connection with the Patents, all United States registrations and applications for trademarks, service mark, service marks, certification marks, collective marks, trade dress, slogans, logos, Internet domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether statutory or common law, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registration thereof, and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States of any foreign county (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and all rights therein provided by international

treaties or conventions or other applicable laws with respect to the use of any of the foregoing, all reissues, extensions, continuations and renewals and amendments of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Trademarks");

1.3 in connection with the Patents, all copyrights, copyright applications, copyright registrations and like protections in each work of authorship, whether statutory or under common law, whether published or unpublished, registered or recorded in the United States whether published or unpublished and all mask works (as such term is defined in 17 U.S.C. Section 901, et seq.), all rights and privileges arising under applicable law with respect to such copyrights, any renewals or extensions thereof, all copyrights of works derived from such copyrights, including, without limitation, the copyright registrations and copyright applications, together with all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto (the "Copyrights");

1.4 any and all payments, damages, claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

1.5 to the extent not covered in Sections 1.1, 1.2, 1.3 and 1.4, all income, fees, royalties and proceeds (now or hereafter due and/or payable) of, collateral for and supporting obligations relating to, any and all of the foregoing.

2. RECORDATION

The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

3. TERMINATION

Upon the latest of the payment in full in cash of all obligations under the Loan Documents, and the termination or expiration of the obligations under the Loan Documents, the pledge, assignment and security interest granted hereby shall terminate and all rights to the Collateral shall revert to the applicable Grantor.

4. EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or electronic mail shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

5. GRANTS, RIGHTS AND REMEDIES


This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Bank with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall govern.

6. GOVERNING LAW

This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

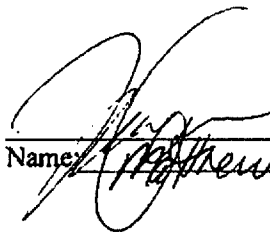
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WITNESS/ATTEST:

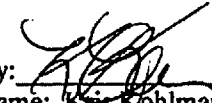

Name: Kristin Kohlmann

EVOLVE CUSTOM, LLC,
a Virginia limited liability company

By:  (SEAL)
Name: Gregory Fritz
Title: Chief Executive Officer


Name: Matthew Jones


SUSQUEHANNA BANK


By:  (SEAL)
Name: Kris Kohlmann
Title: Vice President

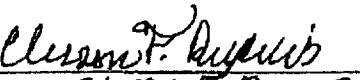
JOINDER BY SUBORDINATED LENDERS

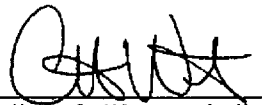
The undersigned join herein for the purpose of confirming that any liens in the Collateral held by the undersigned shall be subordinate to the lien in favor of the Bank evidenced by the foregoing IP Security Agreement, and shall be governed by the terms of that certain Subordination Agreement by and among the Grantor, the Bank, and the undersigned of even date herewith.

CREATEK-STONE, INC., a
Massachusetts corporation


Name: Cleason F. Dupuis

By:  (SEAL)
Name: Albert C. West
Title: President and Treasurer


Name: Cleason F. Dupuis

 (SEAL)
Albert C. West, an individual

SCHEDULE A

UNITED STATES PATENT NUMBERS 7,198,833 AND 7,959,991