PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3097631

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
MATSCITECHNO LICENSING COMPANY	11/07/2013

RECEIVING PARTY DATA

Name:	MAINLINE SPECIAL OP UT, LLC
Street Address:	308 E. LANCASTER AVENUE
Internal Address:	3RD FLOOR
City:	WYNNEWOOD
State/Country:	PENNSYLVANIA
Postal Code:	19096

PROPERTY NUMBERS Total: 37

Property Type	Number
Application Number:	12238944
Patent Number:	8413262
Application Number:	12324159
Patent Number:	8297601
Patent Number:	7171697
Application Number:	12570499
Application Number:	13084866
Application Number:	13155522
Patent Number:	8142382
Patent Number:	6652398
Patent Number:	6893366
Patent Number:	6837812
Patent Number:	6863629
Patent Number:	6935973
Patent Number:	6942586
Patent Number:	7150113
Patent Number:	6872157
Patent Number:	5653643
Patent Number:	5944617
Patent Number:	6880269

Property Type	Number
Patent Number:	6944974
Patent Number:	7171696
Patent Number:	D477645
Patent Number:	D477646
Patent Number:	D466573
Patent Number:	D466574
Patent Number:	D512554
Patent Number:	D663901
Patent Number:	D667592
Application Number:	13331004
Application Number:	61699944
Application Number:	13740443
Application Number:	13803539
Application Number:	29448874
Application Number:	29448876
Application Number:	29449385
Application Number:	29449389

CORRESPONDENCE DATA

Fax Number: (215)963-5001

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: 2159635000

Email: cmatticks@morganlewis.com

Correspondent Name: JOHN L. HEMMER

Address Line 1: MORGAN LEWIS & BOCKIUS LLP

Address Line 2: 1701 MARKET STREET

Address Line 4: PHILADELPHIA, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	032475-0002
NAME OF SUBMITTER:	JOHN L. HEMMER
SIGNATURE:	/John L. Hemmer/
DATE SIGNED:	11/06/2014

Total Attachments: 15

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PATENT COLLATERAL SECURITY AGREEMENT

This PATENT COLLATERAL SECURITY AGREEMENT (this "**Agreement**") is made on the 7th day of November, 2013, by and among UNEQUAL Technologies Company, a Pennsylvania corporation, located at 143 Viburnum Drive, Kennett Square, PA 19348 ("**Unequal**"), Matscitechno Licensing Company, a Pennsylvania corporation, located at 143 Viburnum Drive, Kennett Square, PA 19348 ("**Matscitechno**"), Robert A. Vito, a citizen of the Commonwealth of Pennsylvania having a residence at 143 Viburnum Drive, Kennett Square, PA 19348 ("**Vito**"), and MainLine Special Op UT, LLC, a Delaware limited liability company, located at 308 E. Lancaster Avenue, Third Floor, Wynnewood, PA 19096 ("**MainLine**").

Background

Unequal is party to that certain Common Stock Purchase Agreement of even date herewith (as amended, modified, restated or supplemented from time to time, the "**Purchase Agreement**") with MainLine, whereby MainLine has agreed to purchase certain shares of Unequal's common stock, no par value ("**Shares**"), which proceeds will be used by Unequal to repay certain indebtedness and for general working capital requirements.

Unequal, Matscitechno and MainLine are parties to that certain Investors Agreement of even date herewith (the "**MLC Investors Agreement**"), pursuant to which, among other things, MainLine is afforded a put right with respect to the Shares in connection with certain liquidation events with respect to Unequal.

Vito is (a) a shareholder of Unequal, and (b) an owner and President of Matscitechno.

Matscitechno is the owner of certain patents and patent applications.

Robert Vito owns equity of Matscitechno, which will derive substantial benefit from the transactions contemplated by the Purchase Agreement.

The execution and delivery of this Agreement is a condition precedent to the closing of the transactions contemplated by the Purchase Agreement.

Terms and Conditions

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, Unequal, Matscitechno, Vito and MainLine hereby agree as follows:

1. Defined Terms. The following terms shall have the following meanings, unless the context otherwise requires:

   a. "**Code**" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the Commonwealth of Pennsylvania.

b. "**Collateral**" shall have the meaning assigned to it in Paragraph 2 of this Agreement.

c. "**Licenses**" shall mean the patent license agreements of Matscitechno designated on Schedule B hereto, as any of the same may from time to time be amended, modified or supplemented.

d. "**Patents**" shall mean all right, title and interest in and to the patent applications and patents shown in the attached Schedule A and those patents which are hereafter obtained or acquired by Matscitechno and all registrations, applications and recordings thereof, including, without limitation, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and all applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof, or any foreign country, all whether now owned or hereafter acquired by Matscitechno.

e. "**Proceeds**" shall have the meaning assigned to it under Section 9-102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Matscitechno from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Matscitechno from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

f. The following shall each constitute an "**Event of Default**" hereunder: (i) the failure of Matscitechno to observe or perform any term, covenant, or agreement contained in the MLC Investors Agreement; or (ii) the failure of Unequal or Matscitechno to observe or perform any term, covenant or agreement contained in this Agreement; or (iii) any representation, warranty, certification or statement made by Unequal or Matscitechno in this Agreement shall prove to have been incorrect or misleading in any material respect when made or deemed made.

g. "**Obligations**" means and includes all debts, liabilities, obligations, covenants and duties owing by Unequal, Matscitechno to MainLine of every kind and description (whether or not evidenced by any note or other instrument and whether or not for the payment of money or the performance or non-performance of any act), direct or indirect, absolute or contingent, due or to become due, contractual or tortious, liquidated or

unliquidated, whether existing by operation of law or otherwise now existing or hereafter arising, including, without limitation, the Put Right (as defined in the MLC Investors Agreement.

Any term used herein but not otherwise defined shall, if defined in Section 9-102 of the Code, have the meaning ascribed to it therein.

2. Grant of Security Interest. Matscitechno hereby grants and conveys to MainLine a security interest in and to:

a. The entire right, title and interest of Matscitechno in and to the Patents, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all patents, and registrations and applications appurtenant thereto, hereafter acquired or filed by Matscitechno, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and

b. All of Matscitechno's right, title and interest in, to and under the following: (i) all Licenses; (ii) all Accounts, and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License and (D) the right of Matscitechno to terminate any such License or to perform and to exercise all remedies thereunder); and (iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing.

All of the property referred to in this paragraph 2 is hereafter collectively called the "**Collateral.**" For the avoidance of doubt, the security interest in the Collateral granted by this Agreement shall continue in full force and effect until this Agreement is terminated as described in Article 12 hereof.

3. Representations and Warranties of Matscitechno. Matscitechno covenants and warrants that:

a. The Patents are subsisting and have not been adjudged invalid or unenforceable in whole or in part;

b. To the best of Matscitechno's knowledge, each of the Patents is valid and enforceable;

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c. There is no outstanding claim that the use of any of the Patents violates the rights of any third person;

d. Matscitechno is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Matscitechno not to sue third persons), except for the Licenses disclosed on Schedule B attached hereto;

e. Matscitechno has the right to enter into this Agreement and perform its terms;

f. Matscitechno has used, has caused to be used, will continue to use, and will continue to cause to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the Patents; and

g. Matscitechno has used, has caused to be used, will continue to use, and will continue to cause to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents.

4. Representation and Warranties of MainLine. MainLine represents that, as of the date hereof, the security interest in the Collateral provided for herein is in all respects subject and subordinate to the security interest of Alliance Bank in such Collateral.

5. Right of Inspection. Matscitechno hereby grant to MainLine and its employees and agents the right to visit Matscitechno's offices and facilities which manufacture, inspect or store products sold under any of the Patents, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Matscitechno shall each use their respective best efforts to do any and all acts required by MainLine to ensure Matscitechno's compliance with paragraph 3(g) above.

6. New Patents.

a. If, before the Obligations shall have been irrevocably paid in full, Matscitechno shall obtain rights to any new Patents or become entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of paragraph 2 shall automatically apply thereto and Matscitechno shall give MainLine prompt written notice thereof.

b. Matscitechno shall notify Mainline and together the parties will modify this Agreement by amending Schedule A to include any future Patents,

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including Patent registrations or applications appurtenant thereto covered by this Agreement.

7. Covenants. Matscitechno and Unequal covenant and agree with MainLine that from and after the date of this Agreement and until the Obligations are fully satisfied:

a. Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of MainLine, Matscitechno will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as MainLine may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to MainLine hereunder, duly endorsed in a manner satisfactory to MainLine.

b. Maintenance of Patents. Matscitechno will not do any act, or omit to do any act, whereby the Patents or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify MainLine immediately if he or it knows of any reason or has reason to know of any ground under which this result may occur. Unequal shall take appropriate action at its expense to halt the infringement of the Patents and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

c. Enforcement Expenses. In the event that either party seeks judicial enforcement of any obligation under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

d. Limitation of Liens on Collateral. Matscitechno will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of MainLine in and to any of Matscitechno's rights under any License and to the Proceeds thereof against the claims and demands of all persons whomever.

e. Limitations on Modifications of Licenses. Except as contemplated in the Purchase Agreement, Matscitechno will not amend, modify, terminate or

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waive any provision of any License in any manner which might materially adversely affect the value of such License or the Patents as Collateral.

f. Notices. Matscitechno and Unequal will advise MainLine promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

g. Limitation on Further Uses of Patents. Matscitechno will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written notification of MainLine.

h. Exercise of Rights; Delivery of Notices. Matscitechno shall (i) exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to MainLine a copy of each material demand, notice or document sent or received by it relating in any way to any License or Patent.

8. Remedies, Rights Upon Event of Default.

a. If an Event of Default shall occur and be continuing:

i. All payments received by Matscitechno under or in connection with any of the Collateral shall be held by Matscitechno in trust for MainLine, shall be segregated from other funds of Matscitechno and shall forthwith upon receipt by Matscitechno, be turned over to MainLine, in the same form as received by Matscitechno (duly indorsed by Matscitechno to MainLine, if required); and

ii. Any and all such payments so received by MainLine (whether from Matscitechno or otherwise) may, in the sole discretion of MainLine, be held by MainLine as collateral security for, and/or then or at any time thereafter applied in whole or in part by MainLine against all or any part of the Obligations in such order as MainLine shall elect. Any balance of such payments held by MainLine and remaining after payment in full of all the Obligations shall be paid over to Matscitechno or to whomsoever may be lawfully entitled to receive the same.

b. If any Event of Default shall occur and be continuing, MainLine may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing

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or relating to the Obligations, all rights and remedies of a secured party under the Code. Matscitechno shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which MainLine is entitled. Matscitechno shall also be liable for the reasonable fees of any attorneys employed by MainLine to collect any such deficiency and also as to any reasonable attorney's fees incurred by MainLine with respect to the collection of any of the Obligations and the enforcement of any of MainLine's respective rights hereunder.

9. Termination. At such time as the Obligations are irrevocably satisfied in full and the MLC Investors Agreement is irrevocably terminated, this Agreement shall terminate and MainLine shall execute and deliver to Matscitechno all such releases, deeds and other instruments as may be necessary or proper to re-vest in Matscitechno full title to the Patents, subject to any disposition thereof which may have been made by MainLine pursuant hereto.

10. Notices. Any notice to Matscitechno, Unequal or MainLine under this Agreement shall be given in the manner and to the parties designated in the MLC Investors Agreement.

11. No Waiver. No course of dealing between Matscitechno, Unequal and MainLine, nor any failure to exercise, nor any delay in exercising, on the part of MainLine, any right, power or privilege hereunder or under the MLC Investors Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Cumulative Remedies. All of MainLine's rights and remedies with respect to the Collateral, whether established hereby or by the MLC Investors Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. No Modification. Except as provided in paragraphs 5 and 7, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by all of the parties hereto.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Matscitechno, Unequal and MainLine, all future holders of the Obligations and their respective successors and assigns, except that Matscitechno and Unequal may not assign or transfer any of their respective rights or obligations under this Agreement without the prior written consent of MainLine.

16. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

17. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

18. Counterparts. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement.

[Signature Page Follows]

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

Witness:

By M. Theresa Citrenbaum

MATSCITECHNO LICENSING COMPANY

By: Robert A. Vito
Name: Robert A. Vito
Title: President

Witness:

By M. Theresa Citrenbaum

UNEQUAL TECHNOLOGIES COMPANY

By: K. J. Cunningham
Name: Kyle J. Cunningham
Title: Chief Financial Officer

[Signature Page Continues on Following Page]

[Signature Page to Patent Collateral Security Agreement]

MAINLINE SPECIAL OP UT, LLC

By: MainLine Special Opportunities Fund, L.P., its sole member

By: MainLine SO Associates, L.P., its general partner

Witness:

By _____
Debra Robinson

By: _____
Name: Richard A. Mitchell
Title: Authorized Representative

[Signature Page Continues on Following Page]

[Signature Page to Patent Collateral Security Agreement]

The undersigned owner of equity securities of Matscitechno and registered inventor of the Patents acknowledges that he has read and understands the foregoing Agreement and, intending to be legally bound, hereby acknowledges and agrees that as a condition precedent to the closing of the transactions contemplated by this Agreement that any interest or rights he may have in the Collateral shall be governed by this Agreement to the same extent as if the undersigned were party to this Agreement as Matscitechno, and, that to the extent that he is able to exercise any indicia of ownership or rights as the inventor in any of the Collateral, that he will be bound by the provisions of this Agreement to the same extent as Matscitechno.

Robert A. Vito

Robert A. Vito

[Signature Page to Patent Collateral Security Agreement]

ACKNOWLEDGMENT AND AFFIRMATION

COMMONWEALTH OF PENNSYLVANIA :
:
COUNTY OF Delaware :

I, Robert A. Vito, being first duly sworn, do hereby declare to the undersigned authority that, in the presence of witnesses, signed and executed the instrument Patent Collateral Security Agreement, dated November 3, 2013.

Subscribed, sworn to and acknowledged before me by this 3rd day of November, 2013.

Deborah C Hontz
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
DEBORAH C HONTZ
Notary Public
MEDIA BORO., DELAWARE COUNTY
My Commission Expires May 23, 2017

SCHEDULE A — PATENTS AND PATENT APPLICATIONS

	United States Application Serial or Patent Number	Filing or Issue Date	Title
1.	12/238,944	Sep 26, 2008	Vibration Dampening Material And Method Of Making Same
2.	8,413,262	Apr 9, 2013	Sound Dissipating Material
3.	12/324,159	Nov 26, 2008	Vibration Dampening Material And Uses For Same
4.	8,297,601	Oct 30, 2012	Vibration Dampening Material Of Making Same
5.	7,171,697	Feb 6, 2007	Vibration Dampening Material Of Making Same
6.	12/570,499	Sep 30, 2009	Vibration Dampening Material Of Making Same
7.	13/084,866	Apr 12, 2011	Vibration Dampening Material
8.	13/155,522	Jun 8, 2011	Vibration Dampening Material
9.	8,142,382	Mar 27, 2012	Vibration Dampening Material Of Making Same
10.	6,652,398	Nov 25, 2003	Vibration Dampening Grip Cover For The Handle Of An Implement
11.	6,893,366	May 17, 2005	Vibration Dampening Grip
12.	6,837,812	Jan 4, 2005	Vibration Dampening Grip Cover For The Handle Of An Implement
13.	6,863,629	Mar 8, 2005	Vibration Dampening Tape
14.	6,935,973	Aug 30, 2005	Vibration Dampening Material
15.	6,942,586	Sep 13, 2005	Vibration Dampening Material
16.	7,150,113	Dec 19, 2006	Vibration Dampening Material Of Making Same
17.	6,872,157	Mar 29, 2005	Sting Minimizing Grip For A Hand Held
18.	5,653,643	Aug 5, 1997	Vibration Absorbing Material For Handles Of Sporting Equipment
19.	5,944,617	Aug 31, 1999	Vibration Absorbing Material For Handles Of Sporting Equipment
20.	6,880,269	Apr 19, 2005	Athletic Clothing With Sting Reduction

			Padding
21.	6,944,974	Sep 20, 2005	Shoe Insert Formed Of Reinforced Elastomer For Regulating And Dampening Vibration
22.	7,171,696	Feb 6, 2007	Athletic Clothing With Sting Reduction Padding
23.	D477,645	Jul 22, 2003	Tubular Grip For A Racquet
24.	D477, 646	Jul 22, 2003	Tubular Grip For A Racquet
25.	D466, 573	Dec 3, 2002	Tubular Grip For A Bat
26.	D466, 574	Dec 3, 2002	Tubular Grip For A Bat
27.	D512,554	Dec 13, 2005	Insert For Footwear
28.	D663,901	Sep 18, 2012	Shock Absorbing Cap
29.	D667,592	Sep 18, 2012	Shock Absorbing Cap
30.	13/331,004	Apr 11, 2013	Impact Dissipating Fabric
31.	61/699,944	Sep 12, 2012	Helmet Padding System
32.	13/740,443	Jan 14, 2013	Helmet Padding System
33.	13/803,539	Mar 14, 2013	Helmet Padding System
34.	29/448,874	Mar 14, 2013	Helmet Padding System
35.	29/448,876	Mar 14, 2013	Helmet Padding System
36.	29/449,385	Mar 15, 2013	Helmet Padding System
37.	29/449,389	Mar 15, 2013	Helmet Padding System

SCHEDULE B - LICENSES

Amended and Restated Exclusive Worldwide Patent License Agreement, dated as of June 21, 2011, by and between Matscitechno Licensing Company and UNEQUAL Technologies Company.

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