# **=OP \$290.00 00517**7

Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Samson Rope Technologies, Inc.		11/30/2007	CORPORATION: WASHINGTON

## **RECEIVING PARTY DATA**

Name:	Citizens Bank of Pennsylvania
Street Address:	3025 Chemical Road
Internal Address:	Citizens Gateway Center, Suite 300
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	Banking Corporation: PENNSYLVANIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	0051775	
Registration Number:	0024411	
Registration Number:	0746097	2-IN-1
Registration Number:	0050828	SAMSON
Registration Number:	0011210	SAMSON
Registration Number:	0066933	SPOT CORD
Registration Number:	0920022	TIGER
Registration Number:	2455461	WARPSPEED
Registration Number:	2797561	PROTON
Serial Number:	77152861	THE STRONGEST NAME IN ROPE
Serial Number:	77152852	AMSTEEL

**CORRESPONDENCE DATA** 

Fax Number: (215)977-2189

TRADEMARK 900093613 REEL: 003673 FRAME: 0264 Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-977-2612

Email: Inocella@wolfblock.com

Correspondent Name: Rebecca Feinberg
Address Line 1: 1650 Arch Street

Address Line 2: 22nd Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	CIT078-246158
NAME OF SUBMITTER:	Rebecca Feinberg
Signature:	/rebeccafeinberg/
Date:	12/06/2007

### Total Attachments: 17

source=Citizens-Samson Rope Assignment#page1.tif source=Citizens-Samson Rope Assignment#page2.tif source=Citizens-Samson Rope Assignment#page3.tif source=Citizens-Samson Rope Assignment#page4.tif source=Citizens-Samson Rope Assignment#page5.tif source=Citizens-Samson Rope Assignment#page6.tif source=Citizens-Samson Rope Assignment#page7.tif source=Citizens-Samson Rope Assignment#page8.tif source=Citizens-Samson Rope Assignment#page9.tif source=Citizens-Samson Rope Assignment#page10.tif source=Citizens-Samson Rope Assignment#page11.tif source=Citizens-Samson Rope Assignment#page12.tif source=Citizens-Samson Rope Assignment#page13.tif source=Citizens-Samson Rope Assignment#page14.tif source=Citizens-Samson Rope Assignment#page15.tif source=Citizens-Samson Rope Assignment#page16.tif source=Citizens-Samson Rope Assignment#page17.tif

### INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 30th day of November, 2007 by and between SAMSON ROPE TECHNOLOGIES, INC., a Washington corporation ("Assignor"), and CITIZENS BANK OF PENNSYLVANIA ("Bank").

### **BACKGROUND**

- A. In accordance with the terms of that certain Loan and Security Agreement of even date herewith by and between Assignor and Bank (as the same may be amended, modified, supplemented, extended and/or renewed, the "Loan Agreement"), Bank agreed to extend certain credit facilities to Assignor.
- B. The Loan Agreement provides, <u>inter alia</u>, that Assignor will grant to Bank a security interest in all of Assignor's assets, including, without limitation, its patents, patent rights, patent applications, service marks, trademarks, service mark and trademark applications, trade names, goodwill, copyrights and licenses.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor agrees as follows:

1. <u>Incorporation of Loan Agreement</u>. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Loan Agreement.

### 2. Security Interest.

- (a) <u>Security Interest in Patents, Copyrights and Licenses</u>. To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby collaterally assigns, mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and the Loan Agreement, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed (collectively, with items named in <u>Section 2(b)</u> below, the "IP Collateral"):
- (i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents and patent applications listed on Exhibit "A", attached hereto and made a part hereof, and (A) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Patents"):

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- (ii) copyrights, copyright registrations, copyright applications and all computer programs, operating systems, application systems, hardware or software of any nature whatsoever owned by Assignor, whether operational, under development or inactive, including all object codes, source codes, modules, technical manuals, user manuals, operating instructions and procedures, in-put and out-put formats, program listings, narrative descriptions, program flow charts, file layouts, report layouts, screen layouts and other documentation therefor (including internal notes, memoranda, status evaluations, marketing information and write-ups), and all improvements, modifications, enhancements, new releases and revisions thereof, whether in machine-readable form, programming language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature; together with all tangible media upon which any of the foregoing are recorded or encoded, including, without limitation, all chips, disks, tapes, film and paper; including, without limitation, the copyrights, copyrights registrations and copyrights applications listed on Exhibit "B" attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, and (C) the right to sue for past, present and future infringements thereof (all of the foregoing items are sometimes referred to herein collectively as the "Copyrights"); and
- (iii) license agreements with any other party, whether Assignor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on <u>Exhibit "C"</u> attached hereto and made a part hereof, and to the extent permitted by such license agreement, by law and by the Loan Agreement, the right to prepare for sale, sell and advertise for sale all inventory now or hereafter owned by Assignor and now or hereafter covered by such licenses (all of the foregoing is hereinafter referred to collectively as the "Licenses").
- Security Interest in Trademarks. To secure the complete and timely payment and satisfaction of all Bank Indebtedness, Assignor hereby mortgages, pledges and grants to Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale, to the extent permitted by law and the Loan Agreement, all of Assignor's right, title and interest in and to all of the following, whether now owned or existing and filed or hereafter acquired or arising and filed: service marks, trademarks, service mark and trademark registrations, trade names, service mark and trademark applications, and all goodwill attendant thereto, including, without limitation, the service marks, trademarks and applications listed on Exhibit "D", attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including without limitation, damages and payments for past or future infringements thereof, (C) the right to sue for past, present and future infringements thereof, and (D) all rights corresponding thereto throughout the world (all of the foregoing service marks, trademarks, service mark and trademark registrations, service mark and trade names and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").
- 3. Restrictions on Future Agreements. Assignor agrees that until all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor will not, without Bank's prior written consent, enter into any agreement (including, without limitation, any license or royalty agreement) which is inconsistent with Assignor's obligations under this Security Agreement or the Loan Agreement, and Assignor further agrees that it will not take any action, or permit any action to be taken by others, subject to its control, including licensees, or fail to

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take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement.

- New Patents, Trademarks, and Licenses. Assignor represents and warrants that the 4. Patents, Copyrights, Licenses and Trademarks listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the existing applications or registrations for patents, copyrights, and trademarks now owned by Assignor, or existing licenses where Assignor is listed as Licensor or Licensee, but Assignor makes no representations or warranties as to the validity or as to its rights or title thereto. If, before all Bank Indebtedness shall have been satisfied in full and the Loan Agreement shall have been terminated, Assignor shall (a) obtain rights to any new patentable inventions, trademarks, service marks, trademark registrations, trade names, copyrights or licenses, or (b) become entitled to the benefit of any patent or trademark or copyright application, trademark, trademark registration, service mark, trade name, copyright or license renewal, 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 Section 2 above shall automatically apply thereto and Assignor shall give to Bank prompt written notice thereof. Assignor hereby authorizes Bank to modify this Security Agreement by amending Exhibit "A", "B", "C" and/or "D", as applicable, to include any future patents, patent applications, trademarks, trademark registrations, service marks, trademark applications, trade names, copyrights and licenses which are Patents, Copyrights, Licenses or Trademarks, as applicable, under Section 2 above or under this Paragraph 4. Assignor hereby agrees to provide to Bank such other documentation as Bank may reasonably request to record Bank's lien on such future Patents, Copyrights, Licenses or Trademarks.
- 5. Royalties: Term. Assignor hereby agrees that the security interest granted to Bank by Assignor hereunder in all Patents, Copyrights, Licenses and Trademarks as described herein shall be worldwide and without any liability for royalties or other related charges from Bank to Assignor. The term of the security interest granted herein shall extend until the earlier of (a) the expiration of each of the respective Patents, Copyrights, Licenses and Trademarks assigned hereunder, or (b) the date on which all Bank Indebtedness has been paid in full and the Loan Agreement is terminated.
- 6. Bank's Right to Inspect. Bank shall have the right, from time to time, which, so long as no Event of Default shall have occurred and be continuing, shall be at reasonable times during business hours and upon reasonable prior notice, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, Assignor's quality control processes. In the event that Assignor fails to maintain the quality of the products sold under the Trademarks as required under this Section, Assignor agrees that Bank, or a conservator appointed by Bank, shall have the right to establish such additional product quality controls as Bank, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Assignor agrees (a) not to sell or assign its interest in, or grant any license under, the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Bank; (b) to maintain the quality of any and all products in connection with which the Trademarks and/or Copyrights are used, consistent with quality of said products as of the date hereof; (c) not to adversely change the quality of said products without Bank's express written consent; and (d) to provide Bank, upon request, with a certificate of an officer of Assignor certifying Assignor's compliance with the foregoing.
- 7. <u>Termination</u>. This Security Agreement is made for IP collateral purposes only. Upon payment in full of all Bank Indebtedness and termination of the Loan Agreement, Bank shall execute and deliver to Assignor a termination of Bank's security interest granted herein and all deeds,

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assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Patents, Copyrights, Licenses and Trademarks, subject to any disposition thereof which may have been made by Bank pursuant hereto.

- Duties of Assignor. Assignor shall (a) prosecute diligently any patent, trademark and copyright application pending as of the date hereof or thereafter until all Bank Indebtedness shall have been paid in full and the Loan Agreement is terminated, (b) make application on unpatented but patentable inventions and on trademarks and copyrights, as appropriate, and (c) preserve and maintain all rights in patent applications and patents of the Patents, in trademark applications, trademarks and trademark registrations of the Trademarks and in copyright applications and copyrights of the Copyrights; provided, however, that the Assignor shall not be required to take any of the foregoing actions which it determines, in its reasonable business judgment, are not economically desirable in the conduct of its business. Any expenses incurred in connection with such applications shall be borne by Assignor. To the extent reasonable and permitted by law, Assignor will not abandon any right to file a patent, trademark or copyright application, or any pending patent, trademark or copyright application or any Patent, Trademark, License or Copyright without prior notice to the Bank.
- <u>Duties of Bank</u>. Bank acknowledges that it shall obtain no ownership rights in the Patents, Copyrights, Licenses and Trademarks hereunder except in the event of Assignor's default under the Loan Agreement. Bank further acknowledges that any security interest and any assignment in the event of default under the Loan Agreement, shall be limited to the exact interest which Assignor has in the Patents, Copyrights, Licenses, and Trademarks. Bank further agrees that it shall not directly or indirectly, or aid others in taking any action which contests, impairs, or jeopardizes the validity of and/or Assignor's rights in the Patents, Copyrights, Licenses and Trademarks. Bank agrees to cooperate with Assignor, and take any and all reasonable steps, at the request of Assignor and at Assignor's sole cost and expense, including the execution of any documents, to confirm, perfect, preserve, and enforce Assignor's rights in the Patents, Copyrights, Licenses and Trademarks.
- Event of Default. Upon the occurrence and during the continuance of an Event of Default, Bank may, without consent of Assignor, and in addition to all other rights and remedies available to Bank, immediately record all assignments previously executed and delivered to Bank by Assignor and/or execute and record with all applicable offices (including, without limitation, the Patent and Trademark Office) an absolute assignment to Bank by Assignor of all rights, title and interest of Assignor, in and to the IP Collateral. Assignor hereby authorizes and agrees that Bank may, through the power of attorney granted in Section 14 hereof, upon the occurrence and during the continuance of an Event of Default irrevocably execute and deliver in Assignor's name any and all such assignments and agreements and to take any and all other actions in Assignor's name as Bank shall deem reasonable or appropriate to transfer and convey all right, title and interest of Assignor in and to the IP Collateral to Bank or any other person or entity selected by Bank.
- 11. Bank's Right to Sue. Bank shall, promptly upon learning of same, notify Assignor in writing of any infringements by third parties of Assignor's rights in its Patents, Copyrights, Licenses and Trademarks. Assignor may take whatever action it may deem advisable or necessary to remedy such infringements. Bank shall join with Assignor, if requested by Assignor and at the expense of Assignor, in taking such action. Assignor shall have the right to determine, what action, if any, will be taken to remedy such infringements. Should Assignor chose in its sole discretion not to take action, if it reasonably determines it necessary to protect the value of the IP Collateral, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the

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Licenses, Patents, Copyrights and/or Trademarks, and, if Bank shall commence any such suit, Assignor shall, at the request of Bank, do any and all lawful acts and execute any and all proper documents required by Bank in aid of such enforcement and Assignor shall promptly, upon demand, reimburse and indemnify Bank for all reasonable costs and expenses incurred by Bank in the exercise of its rights under this Section 11.

- 12. <u>Waivers</u>. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, or Assignor, of any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof by either party hereto; 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 of either party.
- 13. <u>Severability</u>. The provisions of this Security Agreement are severable, and if any clause or provision shall be 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 Security Agreement in any jurisdiction.
- 14. <u>Modification</u>. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in <u>Section 4</u> hereof or by a writing signed by the parties hereto.
- 15. Cumulative Remedies; Power of Attorney; Effect on Loan Agreement. All of Bank's rights and remedies with respect to the Patents, Trademarks, Copyrights and Licenses, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Assignor hereby authorizes Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with power to (a) endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to protect, evidence or perfect its security interest in the Patents, Trademarks, Copyrights and Licenses, (b) upon the occurrence and during the continuance of an Event of Default, endorse Assignor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Bank to enforce its security interest in the Patents, Trademarks, Copyrights and Licenses, (c) upon the occurrence and during the continuance of an Event of Default, take any other actions with respect to the Patents, Trademarks, Copyrights and/or Licenses as the Bank reasonably deems in the best interest of the Bank, (d) upon the occurrence and during the continuance of an Event of Default, grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to anyone. including Bank, and/or (e) upon the occurrence and during the continuance of an Event of Default, assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, Copyrights or Licenses to anyone, including Bank. Bank may also act under such power of attorney to take the actions referenced in Section 4. Bank hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all Bank Indebtedness shall have been paid in full and the Loan Agreement shall have been terminated. Assignor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Bank under the Loan Agreement but rather is intended to facilitate the exercise of such rights and remedies given it by the terms of this Security Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction.

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- 16. <u>Binding Effect: Benefits.</u> This Security Agreement shall be binding upon the Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.
- 17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflict of law principles.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

ASSIGNOR
SAMSON ROPE TECHNOLOGIES, INC.
By: Loly Mary
Timothy J. Dwyer, Vice President and Assistant Secretary
BANK
CITIZENS BANK OF PENNSYLVANIA
Ву:
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement the day and year first above written.

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SAMSON ROPE TECH	NOLOGIES, INC.
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By:
Timothy J. Dwyer, Vice President and
Assistant Secretary

# BANK

CTTIZENS BANK OF PENNSYLVANIA

Name: Title: 5.

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COMMONWEALTH OF PENNSYLVANIA	:
	: \$5:
COUNTY OF Montgomery	:
	es, Inc. and that he as such Vice President and so, executed the foregoing Intellectual Property
	Notary Public  My Commission Expires: 1/29/05  MONWEALTH OF PENNSYLVANIA  NOTARIAL SEAL  MICHELE L. BIGANTE, Notary Public  Coper Merion Twp., Montgomeny County  Commission Expires Servery 29, 2003
COMMONWEALTH OF PENNSYLVANIA	:
	: 55:
COUNTY OF	<b>:</b>
appeared, who acting of Citizens Bank	2007, before me, a Notary Public, personally acknowledged himself/herself to be the duly of Pennsylvani and that he/she as such so, executed the foregoing Intellectual Property ned by signing his/her name as such on behalf of
	Notary Public
	My Commission Expires:

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	COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH OF PENNSYLVANIA	I NOTARIAI SEAI
	MAUREEN H. CARLLICCY Abdon. Public
country of delaulana	My Commission Expires February 17, 2009
On this 29th day of Mionit	2007, before me, a Notary Public, personally
appeared Timothy J. Dwyer, who acknowledged his	mself to be the duly acting Vice President and
Assistant Secretary of Samson Rope Technologies	s, Inc. and that he as such Vice President and
Assistant Secretary, being duly authorized to do a	o, executed the foregoing Intellectual Property
Security Agreement for the purposes therein contain	ed by signing his name as such on behalf of the
Assignor.	
	Mary Made
	- January N William
	Notary Public
	My Commission Expires: 3/19/2009
	•
	COMMONWEALTH OF PENNSYLVANIA
	NOTARIAL SEAL
COMMONWEALTH OF PENNSYLVANIA	MAUREEN H. CARLUCCI, Notary Public Radnor Twp., Delaware County
1 - 1 .	: SE: My Commission Expires February 17, 2009
country of delaurance	
a as a colfe a commonal of	
On this Zot day of VVVIVLIC	2007, before me, a Notary Public, personally
appeared Doniol AStolf who	acknowledged himself/herself to be the duly
acting of Chizens Bank	of Pennsylvania and that he/she as such , executed the foregoing Intellectual Property
Security Agreement for the purposes therein contain	of by signing his/her warms as such as belock of
the Assignor.	or physicanic maniet is and a sign of deligit of
me confinet.	101
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_	I VICHIADENLYN I DIXVILLEI
	Notary Public
	My Commission Expires:

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# EXHIBIT "A"

# TO

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

# **Patents**

US Patent #	<u>Titie</u>
5,333,442	Method for producing a rope having superior friction and wearing resistance
5,131,218	Sinking/floating rope
7,168,231	High Temperature Resistant Rope Systems and Methods "Fire Resistant Rope"
7,127,878	Controlled Failure Rope Systems and Methods "Controlled Recoil"
7,134,267	Wrapped Yarns for Use in Rope Having Predetermined Surface Characteristics "Wrapped Yarns"

# Patent Applications

US Serial no.	Title	Filing Date
11/522,236	Rope Structure With Improved Bending, Fatigue and Ahrasion Resistance Characteristics "PTFE Coating"	9/14/2006
11/591,123	Controlled Failure Rope Systems and Methods "Controlled Failure"	10/31/2006
11/599,817	Wrapped Yarns For Use in Ropes Having Predetermined Surface Characteristics "Wrapped Yarns"	11/14/2006
11/700,354	High Temperature Resistant Rope Systems and Methods "Fire Resistant	1/30/2007

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	Rope"	-
11/706,452	Tensioning Systems and Methods For Line Spooling "Tensioning Device"	2/15/2007
60/930,853	Rope Systems and Methods Employing Composite Strands "Pultrusion Rods Tech"	5/18/2007
N/A	Systems and Methods of Splicing Tightly Braided Rope Overlay to Core Rope Structure "Chafe Protection Installation"	In preparation
60/931,088	Onsite Curing of Composite Rope	5/19/2007
60/931,089	System and Methods For Terminating Composite Rope	5/19/2007
N/A	Anchor Line	In preparation
Not yet assigned	Lightweight Cores For Rope Structures and Rope Structures Incorporating Lightweight Cores	8/21/2007
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# EXHIBIT "B"

TO

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Copyrights** 

None

PHL:4429461.5/C1T078-246158

## EXHIBIT "C"

### TO

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

## Licenses

- 1. From time to time Assignor grants (and shall be permitted after the date hereof to grant) its sales representatives and distributors a non-exclusive right to use its trademarks in connection with the advertising and sale of its products.
- 2. Trademark License Agreement dated September 2, 2003 between Borrower and Lehigh Consumer Products Corporation.

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# EXHIBIT "D"

TO

# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Trademarks** 

PHL:4429461.5/CIT078-246158

<u>Mark</u>	Country	Registration No./Application No.	Reg./Application Date
SAMSON & LION DESIGN	USA	51775	4/24/1906
FURLANA (Stylized)	USA	24411	3/27/1894
2-IN-1	USA	746097	3/5/1963
SAMSON	USA.	50828	4/3/1906
SAMSON DESIGN	USA	11210	5/27/1884
SPOT CORD	USA	66933	1/7/1908
TIGER	USA	920022	9/14/1971
WARPSPEED	USA	2455461	5/29/2001
PROTON	USA	2,797,561	12/23/2003
PERMAFLEX	CANADA	TMA42075	12/10/2008
Red and Green Rope Design	CANADA	TMA407329	1/291993
Rope Design	CANADA	TMA420371	12/3/1993
SAMSON	AUSTRALIA	910539	4/24/2002
SAMSON	CANADA	TMDA39544	3/27/1926
SAMSON	MEXICO	193630	
SAMSON & LION DESIGN	CANADA	TMDA039545	3/27/1926
WARPSPEED	CANADA	TMA561180	5/1/2002
PROTON	CANADA	TMA600327	1/22/2004
OCEANMASTER	CANADA	TMA173279	12/18/1970

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SAMSON	CHINA	Pending	Pending - Filed 4/21/2006
SAMSON & LION DESIGN	CHINA	Pending	Pending – Filed 4/26/2006
SAMSON	Madrid Protocol	933,462	4/2/2007
THE STRONGEST NAME IN ROPE	USA	Pending /	Pending – Filed 4/10/2007
THE STRONGEST NAME IN ROPE	Madrid Protocol	Pending	Pending – Filed 9/11/2007
AMSTEEL	USA	Pending /	Pending – Filed 4/10/2007
AMSTEEL	Madrid Protocol	Pending	Pending – Filed 9/11/2007
THE STRONGEST NAME IN ROPE	CANADA	Pending	Pending – Filed 4/11/2007
AMSTEEL	CANADA	Pending	Pending - Filed 4/11/2007
SAMSON (in Chinese characters)	CHINA	Pending	Pending – Filed 5/29/2007
SAMSON (in stylized letters)	CHINA	Pending	Pending - Filed 7/11/2007

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**RECORDED: 12/06/2007**