

KE - 3/19/09

Form PTO-1594 (Rev. 01-05)  
CMB Collection 0651-0027 (exp

05-15-2009



103560530

HEET  
-Y  
hed documents or the new address(es) below

To the Director of the U. S. I

**1. Name of conveying party(ies):**  
 Havis-Shields Equipment Corporation  
 (Pennsylvania Corporation)  
 Law Enforcement Development Company  
 (Florida Corporation)

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation- State: Pennsylvania & Florida  
 Other \_\_\_\_\_

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**  Yes  No

Additional names, addresses, or citizenship attached?  Yes  No

Name: National Penn Bank  
 Internal Address: P.O. Box 547  
 Street Address: Philadelphia and Reading Avenues  
 City: Boyertown  
 State: PA  
 Country: U.S.A. Zip: 19512

Association      Citizenship \_\_\_\_\_  
 General Partnership      Citizenship \_\_\_\_\_  
 Limited Partnership      Citizenship \_\_\_\_\_  
 Corporation      Citizenship National Banking  
 Other Association Citizenship U.S.A.

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)

**3. Nature of conveyance /Execution Date(s):**  
 Execution Date(s) February 25, 2009

Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
74 / 178,493

B. Trademark Registration No.(s)  
1,807,319

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**  
ALPHA 2000

**5. Name & address of party to whom correspondence concerning document should be mailed:**  
 Name: Michael J. Gombar, Jr., Esquire  
 Internal Address: 1100 Berkshire Blvd.  
Suite 201  
 Street Address: 1100 Berkshire Blvd.  
Suite 201  
 City: Wyomissing  
 State: PA Zip: 19610  
 Phone Number: (610) 372-7700  
 Fax Number: (610) 372-4865  
 Email Address: mgombar@masanobradley.com

**6. Total number of applications and registrations involved:** 30

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)** \$ 1,200.00

Authorized to be charged to deposit account  
 Enclosed

**8. Payment Information:**  
 Refund Ref: 03/19/2009 MIAA1 0000166561  
 CHECK Refund Total: \$435.00  
 Deposit Account Number \_\_\_\_\_  
 Authorized User Name \_\_\_\_\_

**9. Signature:** [Signature]  
 Signature  
Michael J. Gombar, Jr.  
 Name of Person Signing

Date 4/15/09  
 Total number of pages including cover 8  
 Attachments, and document 48.00 01  
01 FC-0521  
02 FC-0522  
725.00 01

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

### TRADEMARK RECORDATION ATTACHMENT

Conveying Parties: Havis-Shields Equipment Corporation and Law Enforcement Development Company

Receiving Party: National Penn Bank

Nature of Conveyance / Date: Security Agreement dated February 25, 2009

#### ADDITIONAL RESPONSES TO QUESTION 4:

- 2. A. Trademark Application No.:  
B. Trademark Registration No.: 1,924,565  
C. Identification or Description: QUESTAR
- 3. A. Trademark Application No.: 73 / 561,049  
B. Trademark Registration No.: 1,392,272  
C. Identification or Description: COLLINS DYNAMICS
- 4. A. Trademark Application No.: 76 / 667,108  
B. Trademark Registration No.: 3,350,756  
C. Identification or Description: COLLINS DYNAMICS
- 5. A. Trademark Application No.: 292,701  
B. Trademark Registration No.: 1,213,183  
C. Identification or Description: KWIK-RAZE
- 6. A. Trademark Application No.: 76 / 439,536  
B. Trademark Registration No.: 2,796,974  
C. Identification or Description: HAVIS SHIELDS HS
- 7. A. Trademark Application No.: 76 / 563,384  
B. Trademark Registration No.: 2,912,582  
C. Identification or Description: CONSOLIDATOR
- 8. A. Trademark Application No.: 76 / 439,539  
B. Trademark Registration No.: 2,796,975  
C. Identification or Description: MAGNA FIRE 3000
- 9. A. Trademark Application No.: 76 / 676,040  
B. Trademark Registration No.: 3,447,326  
C. Identification or Description: MAGNAFIRE
- 10. A. Trademark Application No.: 76 / 528,664  
B. Trademark Registration No.: 2,902,121  
C. Identification or Description: BROW MOUNT

11. A. Trademark Application No.:  
B. Trademark Registration No.: 3,447,327  
C. Identification or Description: KWIK-KIT
12. A. Trademark Application No.:  
B. Trademark Registration No.: 3,447,328  
C. Identification or Description: KWIK-STRIKE
13. A. Trademark Application No.:  
B. Trademark Registration No.:  
C. Identification or Description: INTENSEFIRE
14. A. Trademark Application No.: 76 / 674,324  
B. Trademark Registration No.: 3,403,744  
C. Identification or Description: STOUT MOUNT
15. A. Trademark Application No.: 76 / 676,043  
B. Trademark Registration No.: 3,350,755  
C. Identification or Description: DYLANO
16. A. Trademark Application No.: See<sup>1</sup>  
B. Trademark Registration No.:  
C. Identification or Description: QWICK LIGHT TOWERS
17. A. Trademark Application No.: See<sup>1</sup>  
B. Trademark Registration No.:  
C. Identification or Description: LUMITEC
18. A. Trademark Application No.: 76 / 692,470  
B. Trademark Registration No.:  
C. Identification or Description: HAVIS EQUIPPED
19. A. Trademark Application No.: 76 / 694,605  
B. Trademark Registration No.:  
C. Identification or Description: IDLERIGHT
20. A. Trademark Application No.: See<sup>1</sup>  
B. Trademark Registration No.:  
C. Identification or Description: TITAN MOUNT
21. A. Trademark Application No.: 74 / 106,138  
B. Trademark Registration No.: 1,659,573  
C. Identification or Description: CHARGE GUARD
22. A. Trademark Application No.: 77 / 479,954  
B. Trademark Registration No.:  
C. Identification or Description: LEDCO

23. A. Trademark Application No.: 77 / 479,832  
B. Trademark Registration No.:  
C. Identification or Description: TUFFHUB
24. A. Trademark Application No.: 77 / 479,830  
B. Trademark Registration No.:  
C. Identification or Description: SIDEWINDER
25. A. Trademark Application No.: 77 / 513,159  
B. Trademark Registration No.:  
C. Identification or Description: LEDCO-CHARGE GUARD
26. A. Trademark Application No.: 77 / 484,943  
B. Trademark Registration No.:  
C. Identification or Description: TUFFDOCK
27. A. Trademark Application No.: 77 / 513,160  
B. Trademark Registration No.:  
C. Identification or Description: LEDCO-CHARGE GUARD
28. A. Trademark Application No.: 77 / 513,162  
B. Trademark Registration No.:  
C. Identification or Description: LEDCO-CHARGE GUARD
29. A. Trademark Application No.: See<sup>1</sup>  
B. Trademark Registration No.:  
C. Identification or Description: GENESIS
30. A. Trademark Application No.: 77 / 480,161  
B. Trademark Registration No.:  
C. Identification or Description: COBRA SWINGARM

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<sup>1</sup> This item reflects a current trademark disclosure made by employees of the conveying parties. A trademark application has not yet been filed with USPTO at this time.

## **INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of February 25, 2009, is made by HAVIS-SHIELDS EQUIPMENT CORPORATION, a Pennsylvania corporation ("Havis"), LAW ENFORCEMENT DEVELOPMENT COMPANY, a Florida corporation ("LEDCO") (Havis and LEDCO are sometimes collectively referred to herein as "Grantors" and individually as a "Grantor"), and NATIONAL PENN BANK, a national banking association (the "Lender").

### **RECITALS**

A. Pursuant to that certain Loan and Line of Credit Agreement of even date herewith by and among Grantors and Lender (including all annexes, exhibits and schedules thereto, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), Lender has agreed to extend certain financial accommodations to or for the direct or indirect benefit of each Grantor.

B. In order to induce Lender to enter into the Loan Agreement and the other Loan Documents (as defined in the Loan Agreement) and to induce Lender to extend the financial accommodations as provided for in the Loan Agreement, Grantors have agreed to grant a security interest to Lender in, among other property, intellectual property of Grantors and execute and deliver this Agreement to Lender for recording with the U.S. Patent and Trademark Office and other governmental authorities.

C. These recitals shall be construed as part of this Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and Lender hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms or matters of construction defined in the Loan Agreement shall be applied herein as defined or established therein. All other undefined terms contained in this Agreement, unless the context indicates otherwise, shall have the meanings provided for by the Pennsylvania Uniform Commercial Code to the extent the same are used or defined therein.

2. Grant of Security Interest in Intellectual Property Collateral. To secure the prompt and complete payment, performance and observance of all of the obligations of each Grantor under the Loan Agreement, each Grantor hereby grants, mortgages and pledges to Lender a security interest upon all its right, title and interest in, to and under the following property, whether now owned by or owing to, or hereafter acquired by or arising in favor of, such Grantor (including under any trade names, styles or divisions of such Grantor), and regardless of where located (collectively, the "Intellectual Property Collateral"):

(a) all copyrights, patents, trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in "Exhibit A" which is attached hereto and incorporated herein,

(b) all reissues, continuations or extensions of the foregoing;

(c) all trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other general intangibles with respect to the foregoing; and

(d) all proceeds of the foregoing.

3. Authorization. Each Grantor hereby authorizes and requests that the Commissioner of the United States Patent & Trademark Office, Assignment Services Branch, and any other applicable governmental officer, record this Agreement.

4. Loan Agreement and Security Agreement. The lien granted pursuant to this Agreement is granted in conjunction with the liens granted to Lender pursuant to the Loan Agreement and the Security Agreement and is subject to the limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the liens granted under this Agreement are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Execution of 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.

6. Governing Law. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania, without regard to the conflict of laws provisions thereof.

[Remainder of this page intentionally left blank – signature page follows]

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Security Agreement as of the date first set forth above.

**“Grantors”**

HAVIS-SHIELDS EQUIPMENT  
CORPORATION

By: \_\_\_\_\_  
Name: Joseph P. Bernert, III  
Title: President

LAW ENFORCEMENT DEVELOPMENT  
COMPANY

By: \_\_\_\_\_  
Name: Joseph P. Bernert, III  
Title: Vice President

Agreed and Acknowledged by:

**“Lender”**

NATIONAL PENN BANK

By: \_\_\_\_\_  
Name: Geoffrey K. Dailey  
Title: Senior Vice President

**MASANO • BRADLEY**  
ATTORNEYS AT LAW

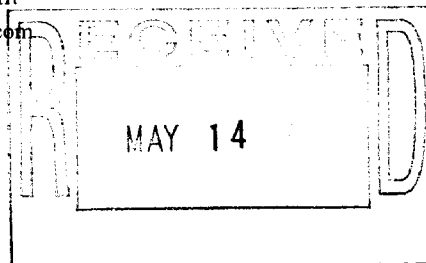
John C. Bradley, Jr.  
Heidi B. Masano  
Karen H. Cook  
James E. Gavin  
E. Michael Zubey, Jr.  
Richard L. Guida  
Michael J. Gombar, Jr.  
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Birdsboro Office  
351 West Main Street  
Birdsboro, Pennsylvania 19508  
610.582.4307

May 11, 2009



Shareill Coles, Examiner  
United States Patent & Trademark Office  
Assignment Services Branch  
P.O. Box 1450  
Alexandria, VA 22313

Re: Trademark Recordation (Havis-Shields Equipment Corporation et al.)  
Document ID No. 103557931

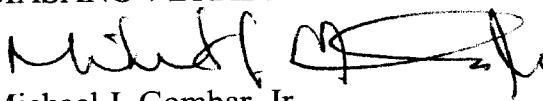
Dear Shareill:

In response to the Notice of Non-Recordation of Document dated May 6, 2009 regarding Document ID No. 103557931, kindly find enclosed with this letter one (1) original and one (1) copy of a Trademark Recordation Form Cover Sheet for the above-referenced matter. For your information, these documents are being resubmitted for the purpose of recording the security interest received by National Penn Bank from Havis-Shields Equipment Corporation et al. in the above-referenced Trademarks. Pursuant to 37 C.F.R. §3.51, we expect to maintain the original date of filing for this recordation. Furthermore, there is no filing fee enclosed because we previously submitted the appropriate filing fee. As of the date of this letter, the United States Patent and Trademark Office has not returned this filing fee.

At your earliest convenience, please file and time-stamp the original and return a time-stamped copy to me in the enclosed self-addressed, stamped envelope. Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

MASANO ♦ BRADLEY

  
Michael J. Gombar, Jr.

MJG/skg  
Enclosures

A PA Limited Liability Partnership

Our File No. 1008.911

**RECORDED: 03/19/2009**

**TRADEMARK**  
**REEL: 003988 FRAME: 0431**