

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RBS Citizens, N.A.		06/16/2011	national banking association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania		
Street Address:	8521 Leesburg Pike, Suite 405		
City:	Vienna		
State/Country:	VIRGINIA		
Postal Code:	22182		
Entity Type:	state chartered bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78635313	3D RESEARCH CORPORATION	
Serial Number:	78635307	3D RESEARCH CORPORATION	
Registration Number:	3138374	INSIGHT	
Registration Number:	3161969	CVS	
CORRESPONDENCE DATA			
Fax Number:	(301)230-2891		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(301) 255-0558		
Email:	nmanning@shulmanrogers.com		
Correspondent Name:	Nancy Manning		
Address Line 1:	12505 Park Potomac Avenue		
Address Line 2:	c/o Shulman Rogers		
Address Line 4:	Potomac, MARYLAND 20854		
ATTORNEY DOCKET NUMBER:	117862.00009		

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**TRADEMARK
 REEL: 004579 FRAME: 0675**

NAME OF SUBMITTER:	Nancy A. Manning
Signature:	/nam/
Date:	07/11/2011
Total Attachments: 4 source=Schafer - Assignment of Security Interests - 061611#page1.tif source=Schafer - Assignment of Security Interests - 061611#page2.tif source=Schafer - Assignment of Security Interests - 061611#page3.tif source=Schafer - Assignment of Security Interests - 061611#page4.tif	

**ASSIGNMENT OF SECURITY INTERESTS
IN PATENTS AND TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTERESTS IN PATENTS AND TRADEMARKS (this "Assignment") is made as of June 16, 2011 ("Effective Date") by RBS Citizens, N.A. (as successor in interest to Citizens Bank of Massachusetts), a national banking association (the "Assignor") in favor of Citizens Bank of Pennsylvania, a Pennsylvania state chartered bank ("Assignee").

WHEREAS, Assignor and Schafer Corporation ("Borrower") are parties to that certain Loan and Security Agreement (All Assets) dated December 16, 2005 (as amended, modified or restated from time to time, the "Loan Agreement") pursuant to which 3D Research Corporation ("Subsidiary"), a wholly-owned subsidiary of Borrower, granted Assignor a security interest in and lien on certain assets of Subsidiary;

WHEREAS, in connection with the Loan Agreement, Subsidiary and Assignor entered into a Patent and Trademark Security Agreement, dated December 16, 2005 (as modified by the Reaffirmation and Amendment Agreement (defined below), the "Patent and Trademark Security Agreement"), pursuant to which Subsidiary granted the Secured Party a security interest in and lien on the Trademarks (as defined therein) and Patents (as defined therein), including the trademark registrations set forth on Schedule A hereto (collectively, the "Patent and Trademark Collateral");

WHEREAS, the Patent and Trademark Security Agreement (prior to its modification by the Reaffirmation and Amendment Agreement) was recorded with the United States Patent and Trademark Office on December 21, 2005, at Reel 3215, Frame 0129;

WHEREAS, Subsidiary subsequently executed a Reaffirmation and Amendment Agreement (the "Reaffirmation and Amendment Agreement") in favor of Assignor pursuant to which, among other things, it amended the schedules to the Patent and Trademark Security Agreement, and such agreement was recorded with the United States Patent and Trademark Office on January 5, 2009, at Reel 3913, Frame 0116;

WHEREAS, pursuant to that certain Assignment of Loan and Loan Documents of even date herewith (the "Assignment of Loan and Loan Documents"), Assignor assigned to Assignee all rights and interests in and to the Loan and the Loan Documents (as such terms are defined in the Loan Agreement), including, without limitation, all security interests or liens in the Patent and Trademark Collateral; and

WHEREAS, Assignor and Assignee wish to record the assignment of the security interests and liens granted by the Patent and Trademark Security Agreement with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers

and grants to Assignee any and all security interests or liens it has against the Patent and Trademark Collateral.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

The validity, interpretation and enforcement of this Agreement and any dispute arising out of or in connection with this agreement, whether sounding in contract, tort, equity or otherwise, shall be governed by the internal laws (as opposed to the conflicts of laws provisions) and decisions of the State of New York.

* * * * *

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the Effective Date.

RBS CITIZENS, N.A.

By: Michael G. McAuliffe

Name: MICHAEL G. MAULIFFE

Title: SENIOR VICE PRESIDENT

SCHEDULE A

Trademark	Status	App/Reg. Number
INSIGHT	Registered	3138374
3D RESEARCH CORPORATION	Abandoned	78/635313
3D RESEARCH CORPORATION	Abandoned	78/635307
CVS	Registered	3161969