## TRADEMARK ASSIGNMENT

## 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               |
|--------------------|----------|----------------|---------------------------|
| Markel Corporation |          | 11/01/2013     | CORPORATION: PENNSYLVANIA |

## **RECEIVING PARTY DATA**

| Name:           | Citizens Bank of Pennsylvania |
|-----------------|-------------------------------|
| Street Address: | 3025 Chemical Road, Suite 300 |
| City:           | Plymouth Meeting              |
| State/Country:  | PENNSYLVANIA                  |
| Postal Code:    | 19462                         |
| Entity Type:    | COMPANY: PENNSYLVANIA         |

## PROPERTY NUMBERS Total: 9

| Property Type        | Number   | Word Mark                      |
|----------------------|----------|--------------------------------|
| Registration Number: | 1856236  | TEFLOCK                        |
| Registration Number: | 3664826  | HIVEC                          |
| Registration Number: | 3800203  | QUIET LINER                    |
| Registration Number: | 3800204  | WAVE LINER                     |
| Registration Number: | 3946413  | MOTIONLESS                     |
| Registration Number: | 4274394  | ECLIPSE MEMBRANES              |
| Registration Number: | 4274395  | ECLIPSE MEMBRANES              |
| Serial Number:       | 85505526 | ECLIPSE HOLLOW FIBER MEMBRANE  |
| Serial Number:       | 85508727 | ECLIPSE HOLLOW FIBER MEMBRANES |

## **CORRESPONDENCE DATA**

**Fax Number**: 2158325619

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 215-569-5619

Email: pecsenye@blankrome.com

TRADEMARK REEL: 005143 FRAME: 0545 DP \$240.00 1856236

900270656

Correspondent Name: Timothy D. Pecsenye Address Line 1: One Logan Square Address Line 2: 8th Floor Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998 ATTORNEY DOCKET NUMBER: 116280-01015 NAME OF SUBMITTER: Timothy D. Pecsenye Signature: /Timothy D. Pecsenye/ 11/01/2013 Date: Total Attachments: 11 source=Citizens-Markel IP Agreement#page1.tif source=Citizens-Markel IP Agreement#page2.tif source=Citizens-Markel IP Agreement#page3.tif source=Citizens-Markel IP Agreement#page4.tif source=Citizens-Markel IP Agreement#page5.tif source=Citizens-Markel IP Agreement#page6.tif source=Citizens-Markel IP Agreement#page7.tif source=Citizens-Markel IP Agreement#page8.tif source=Citizens-Markel IP Agreement#page9.tif source=Citizens-Markel IP Agreement#page10.tif

source=Citizens-Markel IP Agreement#page11.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Intellectual Property Security Agreement") is made this 1st day of November, 2013, between MARKEL CORPORATION, a Pennsylvania corporation ("Grantor"), and CITIZENS BANK OF PENNSYLVANIA ("Lender").

WHEREAS, pursuant to the Loan and Security Agreement dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among Grantor, Markel Holdings, LLC, as the initial borrower ("Initial Borrower", and together with Grantor and each other Person joined as a borrower from time to time, collectively, the "Borrowers" and each individually, a "Borrower"), and Lender, Lender is willing to make certain financial accommodations available to Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Intellectual Property Security Agreement;

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
- 2. GRANT OF SECURITY INTEREST IN THE INTELLECTUAL PROPERTY COLLATERAL. Grantor hereby unconditionally grants, assigns and pledges to Lender a security interest in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property Collateral"):
  - (a) all of its Trademarks including those referred to on <u>Schedule I</u> hereto;
- (b) all of its patents including those referred to on <u>Schedule II</u> hereto (collectively, the "<u>Patents</u>");
- (c) all of its copyrights, copyright applications, registrations and licenses, rights and interests in copyrights and works protectable by copyright including those referred to on Schedule III hereto (collectively, the "Copyrights"); and
  - (d) all proceeds of the foregoing.

For purposes hereof, "<u>Trademarks</u>" means trademarks, trade names, trademark applications, service marks, service mark applications, and also includes (i) the registered or applied for trade names, trademarks, trademark applications, service marks, and service mark applications listed on <u>Schedule I</u> hereto, (ii) all renewals thereof, (iii) all income, royalties, damage awards and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future (A) infringements and dilutions thereof and (B) injury to the goodwill associated therewith, (iv) the right to sue for past, present and future (A) infringements

116280.01015/7295110v.4

and dilutions thereof and (B) injury to the goodwill associated therewith, (v) the goodwill of Grantor's business symbolized by the foregoing or connected therewith, and (vi) all of Grantor's rights corresponding thereto throughout the world.

- 3. <u>SECURITY FOR OBLIGATIONS</u>. This Intellectual Property Security Agreement and the security interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter.
- 4. <u>LOAN AGREEMENT</u>. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Intellectual Property Security Agreement and the Loan Agreement, the Loan Agreement shall control.
- 5. <u>AUTHORIZATION TO SUPPLEMENT</u>. If Grantor shall obtain rights to any new Trademarks, Patents or Copyrights, the provisions of this Intellectual Property Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks, Patents and/or Copyright or with respect to Grantor's election not to renew or extend any material Trademark, Patent and/or Copyright registration. Without limiting Grantor's obligations under this <u>Section 5</u>, Grantor hereby authorizes Lender unilaterally to modify this Intellectual Property Security Agreement by amending <u>Schedule I, Schedule II</u> and/or <u>Schedule III</u>, as applicable, to include any such new Trademark, Patent and/or Copyright rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Intellectual Property Security Agreement or amend <u>Schedule I, Schedule II</u> and/or <u>Schedule III</u> shall in any way affect, invalidate or detract from Lender's continuing security interest in all Intellectual Property Collateral, whether or not listed on <u>Schedule II</u>, <u>Schedule II</u>
- 6. <u>POWER OF ATTORNEY.</u> Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Lender may take such action permitted under the Loan Agreement, the Loan Documents and/or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks, Patents and/or Copyrights covered hereby. Upon the occurrence and during the continuance of an Event of Default under the Loan Agreement, Grantor hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Trademarks, Patents and/or Copyrights or to grant or issue any exclusive or nonexclusive license under the Trademarks, Patents and/or Copyrights to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents and/or Copyrights to any Person including, without limitation, the power to execute a trademark/patent/copyright assignment in the form attached hereto as Exhibit 1, as it may then be completed by Lender in order to effectuate a transfer of the Trademarks, Patents and/or Copyrights and carry out the intent of the parties hereto; provided that Lender shall not assign or

116280.01015/7295110v.4

otherwise dispose of any Trademark owned by Grantor without assigning the assets and goodwill of the business associated therewith; and any assignment not in compliance with the foregoing shall be null and void. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof. This power of attorney shall be irrevocable until all Borrowers' Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated, at which time this power of attorney shall immediately and automatically, without further action of Lender or Grantor, terminate.

- 7. <u>COUNTERPARTS</u>. This Intellectual Property Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by electronic transmission shall be deemed an original signature hereto.
- 8. GOVERNING LAW. THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES THEREOF.

[SIGNATURE PAGE FOLLOWS]

116280.01015/7295110v.4

IN WITNESS WHEREOF, Grantor, intending to be legally bound, has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MARKEL CORPORATION

Name: Kim A. Raynolds
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

Name: Amara M. Briggs
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

IN WITNESS WHEREOF, Grantor, intending to be legally bound, has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

## MARKEL CORPORATION

| Ву:    |   |  |
|--------|---|--|
| Name   | • |  |
| Title: |   |  |

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

Name: Amara M. Briggs

Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

## <u>ACKNOWLEDGMENT</u>

UNITED STATES OF AMERICA

STATE OF: /EUNS//Vania

COUNTY OF // Unitgome ey:

SS

On this 3/5 of October, 2013, before me personally appeared KIM A Keynolds to me known and being duly sworn, deposes and says that he/she is the Resident of MARKEL CORPORATION, the Company described in the foregoing Agreement; that he/she signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such entity; and he/she desires the same to be recorded as such.

Notary Public

My Commission Expires:

NOTARIAL SEAL
DEE A. HOBAN, Notary Public
Plymouth Township, Montgomery County
My Commission Expires Nov. 3, 2013

Notary Page to Intellectual Property Security Agreement

## SCHEDULE I

# to INTELLECTUAL PROPERTY SECURITY AGREEMENT

## Trademark Registrations/Applications

| _ | _                  | ٠.,                |                    | _                   |                    |                    |                   | -                              |                              | ,                            |                   |
|---|--------------------|--------------------|--------------------|---------------------|--------------------|--------------------|-------------------|--------------------------------|------------------------------|------------------------------|-------------------|
|   | Mate               | <del>ئ</del>       | <b>₹</b>           | U.O                 | i.v.               | Ĺkt                | • <b>4</b> 1      | ÷                              | Pending                      |                              | Progra            |
|   | Pro Date           | 927/1904           | \$4200             | \$402 <b>\$1</b> \$ | 642010             | 4132011            | 1752013           | 1/15/2013                      | DÁ                           |                              | 2                 |
|   | Owner of Piscory   | Mariel Corporation | Mariel Corporation | Harran Corporation  | Marini Corporation | Mariel Corporation | MATERICORPORATION | Marriel Corporation            | Hariel Corporation           |                              | Marini Connection |
|   | 111 Op.            | Ų                  | 6                  | 122                 | 92                 | 9                  | 11                | 11                             | - 44                         |                              | 7                 |
|   | Hat                | TEPLOCK            | HVE                | OUSTURBL            | WAVE UPER          | MOTORLESS          | ECHER LIBRARIES   | BOLPSE LIBITION NES and Design | ECLPSE HOLLOW REPRINBUSINE ! | ECLPSE HOLLOW FEER WELERANES | Sed Dadha         |
|   | Country            | United States      | UNIO SIZIN         |                     | Utedate            | United States      | UNITED            | CAMSHA                         | United States                |                              |                   |
|   | Pres the Alcost He | 1656238            | 3564836            | 3400203             | 300000             | 3846413            | 1687.07           | 4274366                        | 8250553                      |                              | 25508727          |

## SCHEDULE II

## to

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

## Patent Registrations/Applications

| Reg. No. / Appl. No. Country Title Inventors Owner File Date Reg. Date Status    Patented parts possibly expired   Corporation   10/14/1993 8/1/1995 expired   | Y2               |         | T''' ''  | I                | <u> </u>          | <u> </u>         |           |               |
|--|------------------|---------|--|------------------|-------------------|------------------|-----------|---------------|
| No.   Country   Title   Inventors   Owner   File Date   Reg. Date   Status   Patented parts possibly   | Patents          |         |  |                  |                   |                  |           |               |
| No.   Country   Title   Inventors   Owner   File Date   Reg. Date   Status   Patented parts   Patented   Patented parts   Patented   Patente   |                  |         |  |                  |                   |                  | ]         |               |
| United United States Conduit Kim A. Reynolds Corporation 10/14/1993 8/1/1995 expired parts possibly expired parts par | Reg. No. / Appl. |         |  |                  |                   |                  |           |               |
| United States Conduit Kim A. Reynolds; Charles P. Markel Corporation 10/14/1993 8/1/1995 expired 10/12/199 5/1995 expired 10/12/1999 5/1995 expired 10 | No.              | Country | <u>Title</u>   | <u>Inventors</u> | <u>Owner</u>      | <u>File Date</u> | Reg. Date | <u>Status</u> |
| S437311 States Conduit Kim A. Reynolds Corporation 10/14/1993 8/1/1995 expired Kim A. Reynolds; Kim A. Reynolds; Charles P. Markel Corporation 4/2/1997 9 Patented Corporation 4/2/1997 9 Patented Corporation 4/2/1997 3/21/2000 Patented Corporation 4/17/1997 3/21/2000 Patented Corporation 8/12/2002 9/9/2003 Patented Corporation 9/9/2003 Patented Solven P. Kray Corporation 9/9/2003 Patented Notion 9/9/2003 Patented Solven P. Kray Corporation 9/9/2003 Patented Notion 9/9/2003 Patented Solven P. Kray Corporation 9/9/2003 Patented 9/9/2003 P |                  | Unitad  | Eugl System  |                  | Markal            |                  |           | l '           |
| United States United Chemically Bonded Multi-Wall Conduit Marino (Charles P. Marino; Kevin P. Kray Corporation 4/2/1997 9 Patented (Corporation 4/17/1997 3/21/2000 Patented (Corporation 4/17/1997 3/21/2000 Patented (Corporation 4/17/1997 3/21/2000 Patented (Corporation 8/12/2002 9/9/2003 P | 5427211          |         | The state of the s | Kim A Pounolds   |                   | 10/14/1002       | 9/1/1005  |               |
| United States United Multi-Wall Conduit Kim A. Reynolds; Charles P. Markel Corporation 4/2/1997 9 Patented Corporation 4/17/1997 3/21/2000 Patented Corporation 4/17/1997 3/21/2000 Patented Corporation 4/17/1997 3/21/2000 Patented Corporation 8/12/2002 9/9/2003 Patented Corporation 8/12/2002 9/9/2003 Patented Corporation Arrived Corporation  | 3437311          | States  | Conduit  |                  | Corporation       | 10/14/1995       | 9/1/1993  | expired       |
| States   Multi-Wall Conduit   Marino   Corporation   4/2/1997   9   Patented   |                  | United  | Chemically Bonded  |                  | Markal            |                  | 10/12/100 |               |
| United   United   Cable Assemblies   Cable Assemb   | 5964251          |         | · ·  |                  |                   | 4/2/1997         |           | Patented      |
| Cable Assemblies  United States  Cable Assemblies  David J. Panish  Carporation  Markel  Corporation  According to  according to  according to  according to  according to  Assemblies Having  Abrasion Resistant  Multi-Wall Liner  Markel  Corporation  Markel  Corporation  According to  according to  according to  according to  Assemblies Having  Abrasion Resistant  Multi-Wall Liner  Marino  Markel  Corporation  According to  ac | 3304231          | Deutes  | Mota-Wall College  |                  | Corporación       | 4/2/133/         |           | ratenteu      |
| United States Cable Assemblies Kray Corporation 4/17/1997 3/21/2000 Patented Corporation 4/17/1997 3/21/2000 Patented Corporation 4/17/1997 3/21/2000 Patented Corporation 4/17/1997 3/21/2000 Patented Corporation 8/12/2002 9/9/2003 Patented Corporation 8/12/2001 Patented States Pabricate Corporation 8/12/2001 Patented Corporation 8/12/2001 Patented States Pabricate Corporation 8/12/2001 Patented States Pabricate Corporation 8/12/2001 Patented States Pabricate Corporation 8/12/2002 9/9/2003 Patented Corporation 8/12/2002 9/9/2003 Patented States Pabricate Corporation 8/12/2002 9/9/2003 Patented Corporation 8/12/2002 9/9/2003 Patented States Pabricate Corporation 8/12/2002 9/9/2003 Patented Corporation 8/12/2002 9/9/2003 Patented Pabricate Pabricate Corporation 8/12/2002 9/9/2003 Patented States Pabricate Corporation 8/12/2002 9/9/2003 Patented Pabricate Pabricate Pabricate Corporation 8/12/2002 9/9/2003 Patented Pabricate Pab |                  |         |  |                  |                   |                  |           |               |
| Gotomoration 4/17/1997 3/21/2000 Patented  United Lead Wire for States Oxygen Sensor David J. Panish Corporation 8/12/2002 9/9/2003 Patented  United Cable Assemblies Aray Corporation 8/12/2002 9/9/2003 Patented  Kim A. Reynolds; Charles P. Gorporation according to assignment record 10/1/2001 4 Patented  Motion Transmitting Cable Assemblies Having Abrasion Resistant States Multi-Wall Liner Marino according to assignment record 10/1/2005 Patented  Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro- Membrane with Fluoro-Copolymer and Fluoro- End Portion(s) and Method to States Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented  8540081 States Cable Assemblies Kray Corporation 4/17/1997 3/21/2000 Patented  Kim A. Reynolds; Corporation according to assignment record 10/1/2001 4 Patented  Warkel Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Warkel Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Warkel Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Warkel Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Warkel Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Warkel Corporation according to according to assignment record 4/24/1998 4/26/2005 Patented  Warkel Corporation according to according t |                  | United  |  |                  | Markal            |                  |           |               |
| United States  | 6040384          |         | Cable Assemblies   | <u> </u>         |                   | 4/17/1997        | 3/21/2000 | Patented      |
| 6617516 States Oxygen Sensor David J. Panish Corporation 8/12/2002 9/9/2003 Patented    Cable Assemblies   Cable Assemblies Having   Cable Abrasion Resistant   Cable Abrasion  | 70 1000          |         |  |                  |                   | 4/17/1337        | 3/21/2000 | ratenteu      |
| Cable Assemblies and Methods of Producing Same Kray Assemblies Assemblies Assemblies Abrasion Resistant Multi-Wall Liner Hollow Fiber Hollow Fiber and Fluoro-terpolymer and Fluoro-terpolymer Bonded End Portion(s) and United States Fabricate Wolanski Corporation Assembles Brain Resistant Method to Fabricate Wolanski Corporation Assembles Hollow Fluoro-terpolymer Bonded End Portion(s) and States Fabricate Wolanski Corporation According to assignment record A/24/1998 A/26/2005 Patented Torpolymer Agriculture Abrasion Resistant Markel Corporation According to assignment record A/24/1998 A/26/2005 Patented A/24/1998 A/26/2 | CC4764C          |         |  |                  |                   | * 4 4            |           | l             |
| Cable Assemblies and Methods of Producing Same Kray Assignment record 10/1/2001 4 Patented  Motion Transmitting Cable Assemblies Having United Abrasion Resistant Multi-Wall Liner Hollow Fiber Hollow Fiber Ambrane with Fluoro-Copplymer and Fluoro-terpolymer Bonded End Portion(s) and Method to States Fabricate Wolanski Corporation Charles Edward Wolanski Corporation 3/16/2011 9/24/2013 Patented  | 9617516          | States  | Oxygen Sensor  | David J. Panish  | Corporation       | 8/12/2002        | 9/9/2003  | Patented      |
| Cable Assemblies and Methods of Producing Same Kray according to assignment record 10/1/2001 4 Patented  Motion Transmitting Cable Assemblies Having United Abrasion Resistant States Multi-Wall Liner Hollow Fiber Hollow Fiber And Fluoro-Copolymer and Fluoro-Copolymer and Fluoro-Copolymer Bonded End Portion(s) and United States Fabricate Wolanski Corporation Charles Edward Method to Fabricate Wolanski Corporation According to assignment record A/24/1998 A/26/2005 Patented Markel Corporation According to assignment record A/24/1998 A/26/2005 Patented A/24/1998 A/2 |                  |         |  | Kim A. Reynolds; | Markel            |                  |           |               |
| United States Producing Same Kray according to assignment record 10/1/2001 4 Patented  Motion Transmitting Cable Assemblies Having Abrasion Resistant Multi-Wall Liner Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and United Method to Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented  Warino, According to assignment record 4/24/1998 4/26/2005 Patented  Markel Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Warino assignment record 4/24/1998 4/26/2005 Patented  Warkel Corporation Africance Africa |                  |         | Cable Assemblies   |                  | Corporation       |                  |           |               |
| Motion Transmitting Cable Assemblies Having United Abrasion Resistant Multi-Wall Liner Hollow Fiber Hollow Fiber Ammbrane with Fluoro-Copolymer and Fluoro- terpolymer Bonded End Portion(s) and United  Wethod to Fabricate  Motion  Kim A. Reynolds; Kevin P. Kray; Corporation according to assignment record A/24/1998  A/26/2005  Patented  Avairable  Avairable Ariable  |                  | United  | and Methods of   | Marino; Kevin P. | · ·               |                  | 10/26/200 |               |
| Transmitting Cable Assemblies Having Abrasion Resistant Multi-Wall Liner Marino assignment record 4/24/1998 4/26/2005 Patented  Fluoropolymer Hollow Fiber Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented  | 6807879          | States  | Producing Same   | Kray             | assignment record | 10/1/2001        | 4         | Patented      |
| Assemblies Having Abrasion Resistant Multi-Wall Liner Marino assignment record 4/24/1998 4/26/2005 Patented  Fluoropolymer Hollow Fiber Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; United Method to Fabricate Wolanski Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Revin P. Kray; Corporation according to assignment record 4/24/1998 4/26/2005 Patented  Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Markel  8540081 States Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented   |                  |         | Motion   |                  |                   |                  |           |               |
| United States Abrasion Resistant Multi-Wall Liner Abrasion Resistant Multi-Wall Liner Abrasion Resistant Multi-Wall Liner Abrasion Resistant Multi-Wall Liner Abrasion Resistant Markel  Fluoropolymer Hollow Fiber Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; End Portion(s) and Method to Charles Edward Markel  8540081 States Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented  |                  |         | Transmitting Cable   | Kim A. Reynolds; | Markel            |                  |           |               |
| 6884481 States Multi-Wall Liner Marino assignment record 4/24/1998 4/26/2005 Patented  Fluoropolymer Hollow Fiber Robert Edward Jerman; Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented   |                  |         | Assemblies Having  | Kevin P. Kray;   | Corporation       |                  |           |               |
| Fluoropolymer Hollow Fiber Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; End Portion(s) and United Method to Fabricate Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski Corporation 3/16/2011 9/24/2013 Patented  |                  | United  | Abrasion Resistant   | Charles P.       | according to      |                  |           |               |
| Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro- terpolymer Bonded End Portion(s) and United Method to Fabricate  Hollow Fiber Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski Corporation 3/16/2011 9/24/2013 Patented  | 6884481          | States  | Multi-Wall Liner   | Marino           | assignment record | 4/24/1998        | 4/26/2005 | Patented      |
| Membrane with Fluoro-Copolymer and Fluoro- Iterpolymer Bonded End Portion(s) and Method to States Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented  |                  |         | Fluoropolymer  |                  |                   |                  |           |               |
| Fluoro-Copolymer and Fluoro-Independent of the polymer Bonded End Portion(s) and United Method to States Fabricate Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Markel Wolanski Corporation 3/16/2011 9/24/2013 Patented  |                  |         |  | Robert Edward    |                   |                  |           |               |
| and Fluoro- terpolymer Bonded End Portion(s) and United  8540081 States  And Fluoro- terpolymer Bonded End Portion(s) and Carlos Ruano; Charles Edward Wolanski  Corporation  JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski Corporation  3/16/2011  9/24/2013  Patented  |                  |         |  |                  |                   |                  |           |               |
| terpolymer Bonded End Portion(s) and End Portion(s) and United Method to Charles Edward Markel  8540081 States Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented   |                  |         |  |                  |                   |                  |           |               |
| End Portion(s) and Carlos Ruano; United Method to Charles Edward Markel 8540081 States Fabricate Wolanskí Corporation 3/16/2011 9/24/2013 Patented   |                  |         |  | ) '              |                   |                  |           |               |
| United Method to Charles Edward Markel States Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented  |                  |         |  | i '              |                   |                  |           |               |
| 8540081 States Fabricate Wolanski Corporation 3/16/2011 9/24/2013 Patented   |                  | 11-15-4 |  |                  |                   |                  |           |               |
|  | 05.40001         |         |  |                  |                   | 2/25/2244        |           |               |
| I Self Sealing I Kenneth Donald I I I I  | 6540061          | States  |  |                  | Corporation       | 3/16/2011        | 9/24/2013 | Patented      |
|  |                  |         | _  |                  | 9.9 mules I       |                  |           |               |
| Membrane Hobbs; Robert Markel Contactor with Edward Jerman: Corporation  |                  |         |  |                  |                   |                  |           |               |
|  |                  | United  |  |                  | 1 '               |                  |           |               |
| United PTFE Tubular Charles Edward according to  13/200611 States Membranes Wolanski assignment record 9/27/2011 n/a Pending   | 13/200611        |         |  |                  | _                 | 9/27/2014        | l "/2     | Pondina       |
| Fluoropolymer states weinbranes word assignment record 9/27/2011 h/s Pending   | -0, 200011       | - Julio |  | FFOIGIISKI       | assignment record | 3/2//2011        | 15/8      | renumg        |
| Hollow Fiber Robert Edward   |                  |         | 1  | Robert Edward    |                   |                  |           |               |
| Membrane with Jerman;  |                  |         | 1  |                  |                   |                  |           |               |
| Fluoro-Copolymer Cornelius Brown,  |                  |         | 1  |                  |                   |                  |           |               |
| and Fluoro- JR; Kenneth  |                  |         | 1 ' '  |                  |                   |                  |           |               |
| terpolymer Bonded   Donald Hobbs;  |                  |         |  |                  |                   |                  |           |               |
| End Portion(s) and Carlos Ruano;   |                  |         |  | •                |                   |                  | !         |               |
| United Method to Charles Edward Markel   |                  | United  |  | 1                | Markel            |                  |           |               |
| 13/964335 States Fabricate Wolanski Corporation 8/15/2011 n/a Pending  | 13/964335        |         |  |                  |                   | 8/15/2011        | n/a       | Pending       |

116280.01015/7295110v.4

| 13/964301     | United<br>States | Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro- terpolymer Bonded End Portion(s) and Method to Fabricate | Robert Edward<br>Jerman;<br>Cornelius Brown,<br>JR; Kenneth<br>Donald Hobbs;<br>Carlos Ruano;<br>Charles Edward<br>Wolanski | Markel<br>Corporation | 8/15/2011   | n/a   | Pending      |
|---------------|------------------|--|---|-----------------------|-------------|-------|--------------|
|               |                  | Fluoropolymer  |   |                       |             |       |              |
|               |                  | Hollow Fiber   | Robert Edward   |                       |             |       | -            |
|               |                  | Membrane with  | Jerman;   |                       |             |       |              |
|               |                  | Fluoro-Copolymer   | Cornelius Brown,  |                       |             |       |              |
|               |                  | and Fluoro-<br>terpolymer Bonded   | JR; Kenneth<br>Donald Hobbs;  |                       |             |       |              |
|               |                  | End Portion(s) and   | Carlos Ruano:   |                       |             |       |              |
|               | United           | Method to  | Charles Edward  | Markel                |             |       |              |
| 13/964279     | States           | Fabricate  | Wolanski  | Corporation           | 8/15/2011   | n/a   | Pending      |
|               |                  | Fluoropolymer  | ***************************************   | 001,001,011           | 0,12,2022   | .,,,, | 7 2.110.11.6 |
|               |                  | Hollow Fiber   | Robert Edward   |                       |             |       |              |
|               | 1                | Membrane with  | Jerman;   |                       |             |       |              |
|               |                  | Fluoro-Copolymer   | Cornelius Brown.  |                       |             |       |              |
|               |                  | and Fluoro-  | JR: Kenneth   | 1                     |             |       |              |
|               |                  | terpolymer Bonded  | Donald Hobbs;   |                       |             |       |              |
|               |                  | End Portion(s) and   | Carlos Ruano;   |                       |             |       |              |
|               | United           | Method to  | Charles Edward  | Markel                |             |       |              |
| 13/964260     | States           | Fabricate  | Wolanski  | Corporation           | 8/15/2011   | n/a   | Pending      |
|               |                  | Cable Assemblies   |   |                       |             |       |              |
| EP1781956 A2, |                  | with Sound   | Kim Reynolds;   | Markel                |             |       | [confirming  |
| A4            | Europe           | Abatement Layer  | David Panish  | Corporation           | 6/10/2005   | n/a   | status)      |
|               |                  | Fluoropolymer  |   |                       |             |       | •            |
|               |                  | Hollow Fiber   |   |                       |             |       |              |
|               |                  | Membrane with  | Robert E.   |                       |             | 1     |              |
|               |                  | Fluoro-Copolymer   | Jerman;   |                       |             |       | ĺ            |
|               |                  | and Fluoro-  | Cornelius Brown   | İ                     |             |       |              |
|               |                  | terpolymer Bonded  | Jr.; Kenneth D.   |                       |             |       |              |
|               | 1                | End Portion(s) and   | Hobbs; Carlos   | 1                     |             |       |              |
| PCT/US12/294  | Internation      | Method to  | Ruano; Charles E.   | Markel                | 2/45/2012   | ١.,.  |              |
| 39            | al               | Fabricate  | Wolanski  | Corporation           | 3/16/2012   | n/a   | Pending      |
|               | 1                | A Self Sealing   | Robert E.   |                       |             |       |              |
|               |                  | Membrane<br>Contactor with   | Jerman; Kenneth   |                       |             |       |              |
| PCT/US12/574  | Internation      | Contactor with PTFE Tubular  | D. Hobbs;<br>Charles E.   | <br>  Markel          |             |       |              |
| 63            | al               |  |   |                       | 9/27/2012   | l "/» | Banding      |
| 03            | a1               | Membranes  | Wolanski  | Corporation           | 1 3/2//2012 | n/a   | Pending      |

## **SCHEDULE III**

to

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Applications

None

116280.01015/7295110v.4

## **EXHIBIT 1**

## TRADEMARK/PATENT/COPYRIGHT ASSIGNMENT

| WHEREAS, [] ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule A attached hereto and made a part hereof ("Trademarks"), (ii) patents listed on Schedule B attached hereto and made a part hereof ("Patents"), and (iii) copyrights and copyright applications and licenses listed on Schedule C attached hereto and made a part hereof ("Copyrights") which are registered in the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable, and |
|--|
| WHEREAS, ("Grantee"), having a place of business at, is desirous of acquiring said   |
| [Trademarks/Patents/Copyrights];   |
| NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement dated October 2013 between Grantor and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents/Copyrights] and all proceeds thereof and all goodwill associated therewith.   |
| IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent/Copyright Assignment to be executed as of the day of  |
|  |
| By:  |
| Attorney-in-fact   |
| Witness:   |

116280.01015/7295110v.4

**RECORDED: 11/01/2013**