

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		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		

OP \$240.00 1856236

Correspondent Name: Timothy D. Pecsénye
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. Pecsénye
Signature:	/Timothy D. Pecsénye/
Date:	11/01/2013

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. DEFINED TERMS. 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 Schedule I hereto;
- (b) all of its patents including those referred to on Schedule II hereto (collectively, the "Patents");
- (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, "Trademarks" 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 Schedule I 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

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. SECURITY FOR OBLIGATIONS. 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. LOAN AGREEMENT. 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. AUTHORIZATION TO SUPPLEMENT. 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 Section 5, Grantor hereby authorizes Lender unilaterally to modify this Intellectual Property Security Agreement by amending Schedule I, Schedule II and/or Schedule III, 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 Schedule I, Schedule II and/or Schedule III shall in any way affect, invalidate or detract from Lender's continuing security interest in all Intellectual Property Collateral, whether or not listed on Schedule I, Schedule II or Schedule III.

6. POWER OF ATTORNEY. 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 non-exclusive 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

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. COUNTERPARTS. 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]

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

By: Kim A. Reynolds
Name: Kim A. Reynolds
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

By: _____
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

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

CITIZENS BANK OF PENNSYLVANIA

By: 
Name: Amara M. Briggs
Title: Senior Vice President

Signature Page to Intellectual Property Security Agreement

ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF: Pennsylvania : SS
COUNTY OF Montgomery :

On this 31st of October, 2013, before me personally appeared Kim A. Reynolds to me known and being duly sworn, deposes and says that he/she is the President 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.

Dee A. Hoban
Notary Public

My Commission Expires:
Nov. 3, 2013

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

Trademark	Country	Mark	Int Class	Owner of Record	Reg. Date	Status
1856226	United States	REFLOX	12	Marnef Corporation	9/27/1994	Live
3484420	United States	HYEC	9	Marnef Corporation	8/12/2009	Live
3800200	United States	QUIET LAYER	10	Marnef Corporation	8/8/2010	Live
3800204	United States	WAVE LAYER	10	Marnef Corporation	8/8/2010	Live
3846413	United States	MOTIONLESS	9	Marnef Corporation	4/12/2011	Live
4274364	United States	ECLIPSE MEMBRANES	11	Marnef Corporation	1/15/2013	Live
4274365	United States	ECLIPSE MEMBRANES and Design	11	Marnef Corporation	1/15/2013	Live
8550526	United States	ECLIPSE HOLLOW FIBER MEMBRANES	11	Marnef Corporation	na	Pending
85508727	United States	and Design ECLIPSE HOLLOW FIBER MEMBRANES	11	Marnef Corporation	na	Pending

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patent Registrations/Applications

Patents							
Reg. No. / Appl. No.	Country	Title	Inventors	Owner	File Date	Reg. Date	Status
5437311	United States	Fuel System Conduit	Kim A. Reynolds	Markel Corporation	10/14/1993	8/1/1995	Patented- parts possibly expired
5964251	United States	Chemically Bonded Multi-Wall Conduit	Kim A. Reynolds; Charles P. Marino	Markel Corporation	4/2/1997	10/12/1999	Patented
6040384	United States	Cable Assemblies	Kim A. Reynolds; Charles P. Marino; Kevin P. Kray	Markel Corporation	4/17/1997	3/21/2000	Patented
6617516	United States	Lead Wire for Oxygen Sensor	Kim A. Reynolds; David J. Panish	Markel Corporation	8/12/2002	9/9/2003	Patented
6807879	United States	Cable Assemblies and Methods of Producing Same	Kim A. Reynolds; Charles P. Marino; Kevin P. Kray	Markel Corporation according to assignment record	10/1/2001	10/26/2004	Patented
6884481	United States	Motion Transmitting Cable Assemblies Having Abrasion Resistant Multi-Wall Liner	Kim A. Reynolds; Kevin P. Kray; Charles P. Marino	Markel Corporation according to assignment record	4/24/1998	4/26/2005	Patented
8540081	United States	Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate	Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski	Markel Corporation	3/16/2011	9/24/2013	Patented
13/200611	United States	Self Sealing Membrane Contactor with PTFE Tubular Membranes	Kenneth Donald Hobbs; Robert Edward Jerman; Charles Edward Wolanski	Markel Corporation according to assignment record	9/27/2011	n/a	Pending
13/964335	United States	Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate	Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski	Markel Corporation	8/15/2011	n/a	Pending

13/964301	United States	Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate	Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski	Markel Corporation	8/15/2011	n/a	Pending
13/964279	United States	Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate	Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski	Markel Corporation	8/15/2011	n/a	Pending
13/964260	United States	Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate	Robert Edward Jerman; Cornelius Brown, JR; Kenneth Donald Hobbs; Carlos Ruano; Charles Edward Wolanski	Markel Corporation	8/15/2011	n/a	Pending
EP1781956 A2, A4	Europe	Cable Assemblies with Sound Abatement Layer	Kim Reynolds; David Panish	Markel Corporation	6/10/2005	n/a	[confirming status]
PCT/US12/294 39	International	Fluoropolymer Hollow Fiber Membrane with Fluoro-Copolymer and Fluoro-terpolymer Bonded End Portion(s) and Method to Fabricate	Robert E. Jerman; Cornelius Brown, Jr.; Kenneth D. Hobbs; Carlos Ruano; Charles E. Wolanski	Markel Corporation	3/16/2012	n/a	Pending
PCT/US12/574 63	International	A Self Sealing Membrane Contactor with PTFE Tubular Membranes	Robert E. Jerman; Kenneth D. Hobbs; Charles E. Wolanski	Markel Corporation	9/27/2012	n/a	Pending

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyright Applications

None

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: