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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM314925

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SAMSON ROPE TECHNOLOGIES, INC.		08/15/2014	CORPORATION: WASHINGTON

RECEIVING PARTY DATA

Name:	CITIZENS BANK OF PENNSYLVANIA
Street Address:	3025 Chemical Road
Internal Address:	Suite 300
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	BANKING ORGANIZATION: PENNSYLVANIA

PROPERTY NUMBERS Total: 14

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:	0710762	PNX
Registration Number:	1738384	
Registration Number:	3364731	THE STRONGEST NAME IN ROPE
Registration Number:	3371819	AMSTEEL
Registration Number:	3740445	DEEP COOL
Serial Number:	86197244	KZ
Registration Number:	4318919	PROSPECTOR

CORRESPONDENCE DATA

Fax Number: 2155648120

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

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 215-564-8602

Email: Svictor@stradley.com

Correspondent Name: Sheila Victor for Randi Rabinowitz, Esq. Address Line 1: Stradley Ronon Stevens & Young, LLP

Address Line 2: 2005 Market Street, Suite 2600

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	184880-0135
NAME OF SUBMITTER:	Sheila Victor
SIGNATURE:	/Sheila Victor/
DATE SIGNED:	08/22/2014

Total Attachments: 15

source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page1.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page3.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page3.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page4.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page5.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page6.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page7.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page8.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page9.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page10.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page11.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page12.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page13.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page13.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page13.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page13.tif source=184880-0135-AMENDED-IP-SECURITY-AGREEMENT-8-15-2014#page15.tif

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Security Agreement") is made effective as of the 15th day of August, 2014 by and between SAMSON ROPE TECHNOLOGIES, INC. a Washington corporation, (the "Assignor"), and CITIZENS BANK OF PENNSYLVANIA ("Bank").

BACKGROUND

- A. In accordance with the terms of that certain Amended and Restated 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 to Assignor: (i) a revolving credit facility in the maximum principal amount of Ten Million Dollars (\$10,000,000); and (ii) a term loan in the original principal amount of Twenty-One Million Four Hundred Thousand Dollars (\$21,400,000).
- 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, servicemarks, trademarks, servicemark and trademark applications, tradenames, 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 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, 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</u> **2(b)** below, the "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

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with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Patents");

- 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 **Exhibit "C"** attached hereto and made a part hereof, and 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, 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: servicemarks, trademarks, servicemark and trademark registrations, tradenames, servicemark and trademark applications, and all goodwill attendant thereto, including, without limitation, the servicemarks, 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 servicemarks, trademarks, servicemark and trademark registrations, servicemark and tradenames and applications together with the items described in clauses (A)-(D), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"), provided that, the foregoing shall exclude intent to use trademarks.
- 3. <u>Restrictions on Future Agreements</u>. 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 take any action, which would affect the validity or enforcement of the rights of Bank under this Security Agreement except as expressly permitted under this Security Agreement or the Loan Agreement. Notwithstanding the foregoing, Bank acknowledges that license agreements with third parties may contain restrictions on the transferability of such licenses.

- New Patents, Trademarks, and Licenses. Assignor represents and warrants that the Patents, Copyrights, Licenses and Trademarks listed on Exhibits "A", "B", "C" and "D", respectively, constitute all of the patents, copyrights, licenses, trademarks and applications now owned by Assignor (other than licenses with respect to commercially available software). 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 material patentable inventions, trademarks, servicemarks, trademark registrations, tradenames, copyrights or licenses, or (b) become entitled to the benefit of any material patent or trademark or copyright application, trademark, trademark registration, servicemark, tradename, 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 provide a schedule of Patents, Copyrights, Licenses and Trademarks with each financial statement delivered for the period ending June 30 and December 31 of each year. 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. servicemarks, trademark applications, tradenames, 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 assignment or other documentation as Bank may request to record Bank 's lien on such future Patents, Copyrights, Licenses or Trademarks.
- 5. Royalties; Term. Assignor hereby agrees that the use by Bank of 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, at any time and from time to time, to inspect Assignor's premises and to examine Assignor's books, records and operations, including, without limitation, Assignor's quality control processes in accordance with the Loan Agreement. Assignor agrees upon the occurrence and during the continuance of and Event of Default, 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 sole judgment, may deem necessary to assure maintenance of the quality of products sold by Assignor under the Trademarks. Except as expressly permitted under this Security Agreement or the Loan Agreement, Assignor agrees (a) not to sell or assign its interest in the Patents, Copyrights, Licenses or Trademarks, without the prior written consent of Bank; and (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. Notwithstanding anything to the contrary contained herein, Assignor may grant licenses in the Patents, Copyrights, Licenses or Trademarks to another Person in the

ordinary course of Assignor's business and Assignor may change the composition of its products from time to time in its commercially reasonable judgment in the conduct of its business.

- 7. <u>Termination</u>. This Security Agreement is made for 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, 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.
- 8. <u>Duties of Assignor</u>. Assignor shall maintain all Patents, Copyrights, License and Trademarks used in its business, provided that Assignor may 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 that Assignor determines, in its reasonable business judgment, is no longer economically desirable in the conduct of its business. Assignor shall take commercially reasonable actions to prevent any other Person from infringing upon any material Patent, Trademark, License or Copyright registrations or application for any of the foregoing.
- 9. Event of Default. Upon the occurrence and during the continuance of an Event of Default, Bank may, without further notice to or 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 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 Collateral to Bank or any other person or entity selected by Bank.
- 10. Bank's Right to Sue. Upon the occurrence and during the continuance of an Event of Default or if Assignor fails to do so after written notice from Bank, Bank shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Licenses, Patents, Copyrights and/or Trademarks, and any licenses thereunder, 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, within 10 days of demand, reimburse and indemnify Bank for all reasonable, out-of-pocket costs and expenses incurred by Bank in the exercise of its rights under this Section 10.
- 11. <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, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; 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.
- 12. <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.

- 13. <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.
- 14. 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.
- 15. <u>Binding Effect; Benefits</u>. This Security Agreement shall be binding upon Assignor and its successors and assigns, and shall inure to the benefit of Bank and its nominees, successors and assigns.
- 16. 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.
- 17. Amendment and Restatement. This Security Agreement is an amendment and restatement of that certain Intellectual Property Security Agreement dated as of November 30, 2007 and recorded with the United States Patent and Trademark Office on December 6, 2007 at Reel/Frame 003673/0264, as amended by that certain First Amendment and Modification to Intellectual Property Security Agreement dated June 5, 2009 and that certain Second Amendment and Modification to Intellectual Property Security Agreement dated October 11, 2011.

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: Itle // Vuy
Name: Timothy J. Durgo
Title: Vice Product
BANK
CITIZENS BANK OF PENNSYLVANIA
By:
Name:

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:
Name:
Title:
D A NIIZ
BANK
CITIZENS BANK OF PENNSYLVANIA
By:
Name: A.J. MCNIVEN
Title: I/P

REEL: 005350 FRAME: 0211

EXHIBIT "A"

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>PATENTS</u>

US Patent #	<u>Title</u>
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"
7,367,176	Wrapped Yarns for Use in Ropes Having Predetermined Surface Characteristics "Wrapped Yarns"
7,389,973	Tensioning Systems and Methods for Line Spooling "Tensioning Device"
7,437,869	High Temperature Resistant Rope Systems and Methods "Fire Resistant Rope"
7,735,308	Wrapped Yarns for Use in Ropes Having Predetermined Surface Characteristics "Wrapped Yarn"
7,739,863	Rope Structure With Improved Bending Fatigue and Abrasion Resistance Characteristics "Ptfe Coating"
7,743,596	High Temperature Resistant Rope Systems and Methods "Fire Resistance Rope"
7,908,955	Rope Structure and Rope Displacement Systems and Methods for Lifting, Lowering, and Pulling Objects "Anchor Line"
8,109,071	Line structure for marine use in contaminated environments
8,109,072	Synthetic rope formed of blend fibers
8,171,713	Wrapped yarns for use in ropes having predetermined surface characteristics
8,341,930	Rope Structure with Improved Bending Fatigue and Abrasion Resistance Characteristics

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8,387,505	Rope Structures and Rope Displacement Systems and Methods for Lifting, Lowering, and Pulling Objects
8,511,053	Synthetic Rope Formed of Blend Fibers "Fiber Blend"
8,689,534	Segmented Synthetic Rope Structures, Systems and Methods
8,707,666	Splice Systems and Methods for Ropes "Short Slice"
8,707,668	Wrapped Yarns for Use in Ropes Having Predetermined Surface Characteristics

U.S. PATENT APPLICATIONS

<u>US Serial #</u>	<u>Title</u>	Filing Date
13/831,142	Twelve-strand Rope Employing Jacketed Subropes "12 Strand Tether"	3/4/2013
13/612,808	Rope Systems and Methods for Use as a Round Sling	9/12/2012
13/594,681	Line Systems and Methods and Chafe Jackets Therefor	8/24/2012
13/480,327	Rope Structure with Improved Bending Fatigue and Abrasion Resistance Characteristics	12/31/2012
13/831,472	Fiber Structures, Systems and Methods for Fabricating Rope Structures with Improved Lubricity	3/14/2013
13/787,764	Drum Systems and Methods for Winches	3/6/2013
13/732,294	Ropes with Improved Bending Fatigue and Abrasion Characteristics	12/31/2012
14/210,134	Splice Systems and Methods for Ropes	3/13/2014
14/248,181	Segmented Synthetic Rope Structures, Systems and Methods	4/8/2014
14/262,600	Wrapped Yarns for Use in Ropes Having Predetermined Surfaces	4/25/2014

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US PROVISIONAL PATENT APPLICATIONS

<u>US Serial #</u>	<u>Title</u>	Filing Date
61/865,564	Image Capture and Analysis of Rope Characteristics	8/13/2013
61/986,313	Plastic Material and Profile for Drum	4/20/2014
62/017,141	Fiber Rope with Increased Elongation Due to Compressible Member in the Core of the Structure	6/25/2014

PCT INTERNATIONAL PATENT APPLICATIONS

<u>Serial #</u>	<u>Title</u>	Filing Date
PCT/US14/023749	Twelve-Strand Rope Employing Jacketed Sub-ropes "12-Strand Tether"	3/11/2014
PCT/US13/59081	Rope Systems and Methods for Use as a Round Sling	9/10/2013
PCT/US13/56057	Line Systems and Methods and Chafe Jackets Therefor	8/21/2013
PCT/US14/020529	Segmented Synthetic Rope Structures, Systems and Methods	3/5/2014
PCT/US14/023742	Fiber Structures, Systems and Methods for Fabricating Rope Structures with Improved Lubricity	3/11/2014
PCT/US14/026726	Spice Systems and Methods for Ropes	3/13/2014

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EXHIBIT "B"

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

Copyrights

None.

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EXHIBIT "C"

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

<u>Licenses</u>

Trademark License Agreement dated September 2, 2003 between Borrower and Lehigh Consumer Products Corporation.

Patent License Agreement between Borrower and Yale Cordage, Inc.

Trademark License Agreement between DSM Dyneema B.V. and Borrower, executed by Borrower on March 4, 2007.

Development Agreement dated January 1, 2013 between Borrower and Manitowoc Cranes, LLC.

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EXHIBIT "D" TO AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

$\underline{TRADEMARKS}$

<u>Mark</u>	<u>Country</u>	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
PNX*	USA	710762	2/7/1961
Design*	USA	1,738,384	12/8/1992
Red and Green Rope Design*	NEW ZEALAND	221668	7/17/1998
Red and Green Variegated Design*	NEW ZEALAND	221669	7/17/1998
SAMSON	AUSTRALIA	910539	4/24/2002
SAMSON	CANADA	TMDA39544	3/27/1926
SAMSON	MEXICO	193630	10/19/1967
SAMSON	UNITED KINGDOM	1233321	1/20/1989
SAMSON & LION DESIGN	CANADA	TMDA039545	3/27/1926
SAMSON & LION DESIGN	JAPAN	902038	6/15/1971

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WARPSPEED	CANADA	TMA561180	5/1/2002
PROTON	CANADA	TMA600327	1/22/2004
OCEANMASTER*	CANADA	TMA173279	12/18/1970
SAMSON	CHINA	5305643	7/28/2009
SAMSON & LION DESIGN	CHINA	5316947	8/7/2009
SAMSON	Madrid Protocol (Japan, Singapore, South Korea, European Union)	933,462	4/2/2007
THE STRONGEST NAME IN ROPE	USA	3,364,731	1/8/2008
THE STRONGEST NAME IN ROPE	Madrid Protocol (Japan, Singapore, Australia, South Korea, European Union)	937321	9/11/2007
AMSTEEL	USA	3371819	9/11/2007
AMSTEEL	Madrid Protocol (Singapore, Australia, European Union)	937320	9/11/2007
THE STRONGEST NAME IN ROPE	CANADA	TMA756830	1/11/2010
AMSTEEL	CANADA	TMA738738	4/24/2009
SAMSON (in Chinese characters)	CHINA	6077861	3/7/2001
SAMSON (in stylized letters)	CHINA	6159489	4/14/2010
DEEP COOL	USA	3740445	1/19/2010
SAMSON & LION DESIGN	Madrid Protocol (Singapore, Australia, South Korea, European Union)	985707	7/1/2008
SMART ROPE	European Union	7047962	5/4/2009

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KZ	USA	86197244 (Serial No.)	2/19/2014
KZ	Canada	1,664,493 (Serial No.)	2/19/2014
PROSPECTOR	USA	4318919	4/19/2013
PROSPECTOR	Canada	1,582,633 (Serial No.)	6/18/2012
PROSPECTOR	CTM	010983831	6/21/2012
SAMSON	Chile	1026562 (Serial No.)	9/25/2012
PROSPECTOR	Australia	1526822	11/16/2012

^{*}Borrower has abandoned or intends to abandon and not renew these marks.

RECORDED: 08/22/2014

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