

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
Rapid Granulator, Inc.		04/30/2013	CORPORATION: DELAWARE
IPEG Acquisition Co.		04/30/2013	CORPORATION: DELAWARE
Sewickley Capital, Inc.		04/30/2013	CORPORATION: DELAWARE
IPEG, Inc.		04/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNKNOWN

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3186804	CONAIR
Registration Number:	1254344	CONAIR
Registration Number:	1216486	CONAIR
Registration Number:	1261963	CONAIR
Registration Number:	1228922	CONAIR
Registration Number:	3529408	ENERGYSMART
Registration Number:	3134708	RESINWORKS
Registration Number:	0549155	THERMOLATOR
Registration Number:	3090786	TRUEBLEND
Registration Number:	2702604	REPUBLIC MACHINE
Registration Number:	2729299	R

CH \$315.00 3186804

Registration Number:

2045868

THERMAL CARE

CORRESPONDENCE DATA

Fax Number: 2162410816

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

Phone: 216-622-8200

Email: ipdocket@calfee.com

Correspondent Name: Carol A. Costanza

Address Line 1: c/o Calfee, Halter & Griswold LLP

Address Line 2: 1405 East 6th St., The Calfee Building

Address Line 4: Cleveland, OHIO 44114-1607

ATTORNEY DOCKET NUMBER:

33749/04006

NAME OF SUBMITTER:

Carol A. Costanza

Signature:

/Carol A/ Costanza/

Date:

06/04/2013

Total Attachments: 43

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AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 30, 2013 (this "Agreement"), made by IPEG, INC., a Delaware corporation ("IPEG"), RAPID GRANULATOR, INC., a Delaware corporation ("Rapid"), IPEG ACQUISITION CO., a Delaware corporation ("IPEG Acquisition"), and SEWICKLEY CAPITAL, INC., a Delaware corporation ("Sewickley") (IPEG, Rapid, IPEG Acquisition and Sewickley are hereinafter collectively referred to as "Pledgor"), in favor of PNC Bank, National Association, a national banking association, as agent for the Lenders (as hereinafter defined) ("Agent").

PRELIMINARY STATEMENT. Agent has entered into (a) a Revolving Credit and Security Agreement dated as of March 31, 2009, as amended by (i) that certain Consent and Waiver and Amendment No. 1 to Revolving Credit and Security Agreement and Export-Import Revolving Credit Agreement, dated as of April 20, 2010, (ii) that certain Consent and Waiver and Amendment No. 2 to Revolving Credit and Security Agreement and Amendment No. 1 to Export-Import Revolving Credit Agreement, dated as of August 13, 2010, (iii) that certain Amendment No. 3 to Revolving Credit and Security Agreement and Amendment No. 2 to Export-Import Revolving Credit Agreement, dated as of June 30, 2011, (iv) that certain Consent and Waiver and Amendment No. 4 to Revolving Credit and Security Agreement and Amendment No. 3 to Export-Import Revolving Credit Agreement, dated as of December 19, 2011, (v) that certain Amendment No. 5 to Revolving Credit and Security Agreement and Amendment No. 4 to Export-Import Revolving Credit Agreement, dated as of June 22, 2012, and (vi) that certain Consent and Amendment No. 6 to Revolving Credit and Security Agreement and Amendment No. 5 to Export-Import Revolving Credit Agreement, dated as of the date hereof (said Agreement, as the same has heretofore been and may from time to time hereafter be amended, supplemented, restated, replaced, refinanced or otherwise modified from time to time, being the "Domestic Credit Agreement") with IPEG, Rapid, IPEG Acquisition (IPEG, Rapid, and IPEG Acquisition, collectively, the "Domestic Borrowers"), the Loan Party Guarantors (as defined therein) and certain financial institutions from time to time a party thereto (collectively, the "Domestic Lenders") and (b) an Export-Import Revolving Credit Agreement dated as of March 31, 2009, as amended by (i) that certain Consent and Waiver and Amendment No. 2 to Revolving Credit and Security Agreement and Amendment No. 1 to Export-Import Revolving Credit Agreement, dated as of August 13, 2010, (ii) that certain Amendment No. 3 to Revolving Credit and Security Agreement and Amendment No. 2 to Export-Import Revolving Credit Agreement, dated as of June 30, 2011, (iii) that certain Consent and Waiver and Amendment No. 4 to Revolving Credit and Security Agreement and Amendment No. 3 to Export-Import Revolving Credit Agreement, dated as of December 19, 2011, (iv) that certain Amendment No. 5 to Revolving Credit and Security Agreement and Amendment No. 4 to Export-Import Revolving Credit Agreement, dated as of June 22, 2012, and (v) that certain Consent and Amendment No. 6 to Revolving Credit and Security Agreement and Amendment No. 5 to Export-Import Revolving Credit Agreement, dated as of the date hereof (said Agreement, as the same has heretofore been and may from time to time hereafter be amended, supplemented, restated, replaced, refinanced or otherwise modified from time to time, being the "Ex-Im Credit Agreement" and together with the Domestic Credit Agreement, the "Credit Agreement") with IPEG (the "Ex-Im Borrower" and

together with the Domestic Borrowers, the "Borrowers") and certain financial institutions from time to time a party thereto (collectively, the "Ex-Im Lenders" and together with the Domestic Lenders, the "Lenders") (the Agent and the Lenders are collectively referred to herein as the "Lender Parties" and individually, as a "Lender Party"). Capitalized terms not otherwise defined herein are used herein with the meanings ascribed to such terms in the Credit Agreement. It is a condition precedent to the making of Advances by Lender Parties under the Credit Agreement that the Pledgor shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby, confirm and certify that the terms, conditions, and agreements, contained in the Intellectual Property Security Agreement, dated as of March 31, 2009, executed by IPEG, Conair-Delaware, Inc. and Sewickley in favor of Agent, shall be deemed amended and restated in its entirety as follows: provided, however, that nothing contained in this Agreement, the Credit Agreement, or any Other Document (as such term is defined in the Credit Agreement) shall impair, limit or affect the liens heretofore granted, pledged and/or assigned to the Agent, on behalf of and for the ratable benefit of the Lenders, as security for the Obligations and the Guaranteed Obligations and the foregoing liens continue uninterrupted as collateral security for the Obligations and the Guaranteed Obligations. Each of IPEG and Sewickley hereby ratifies and reaffirms such grant of liens and security interests and confirms and agrees that such liens and security interests hereafter secure all of the Obligations and the Guaranteed Obligations. By being a party to this Agreement, Rapid and IPEG Acquisition hereby agree to pledge and grant to the Agent, on behalf of and for the ratable benefit of the Lenders, a lien on and security interest in all of the Collateral owned by each, in each case whether now owned or hereafter acquired and whether now existing or hereafter coming into existence and wherever located.

Section 1 Definitions. As used herein, the following terms shall have the following meanings:

"Assignment" shall mean an Assignment in the form of Exhibit A hereto.

"Collateral" shall mean, collectively, all of Pledgor's existing and future (a) Patents; (b) Trademarks; (c) Licenses; (d) all of the goodwill of Pledgor's business, including, but not limited to, all goodwill connected with and symbolized by the Trademarks; and (e) proceeds of any of the foregoing.

"Debt" shall mean, the Obligations as defined in the Credit Agreement.

"Credit Agreement" shall have the meaning provided in the Preliminary Statement.

"Licenses" shall mean any license agreement with any other party, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule 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 Pledgor and now or hereafter covered by such licenses.

"Patents" shall mean any patent and patent application, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on

Schedule 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.

“PTO” shall mean the United States Patent and Trademark Office in Washington, D.C.

“Trademarks” shall mean any registered trademark, trademark registration, trade name and trademark application, registered service mark, service mark registration, service name and service mark application, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications listed on **Schedule B** attached hereto and made a part hereof, and (a) renewals 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 payment 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.

Section 2 Grant of Security Interest. In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that Agent shall at all times have, and hereby grants to Agent, for the benefit of the Lenders, a security interest in all of the Collateral, including (without limitation) all of Pledgor’s future Collateral, irrespective of any lack of knowledge by Agent or the Lenders of the creation or acquisition thereof.

Section 3 Warranties and Representations. Each Pledgor represents and warrants to Agent and the Lenders that as of the date hereof:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable;

(b) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person;

(c) except for Permitted Encumbrances and licenses for which Pledgor is licensee, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons;

(d) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms;

(e) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect;

(f) Pledgor is the true and lawful owner or licensee of the Trademarks listed on Schedule B attached hereto and made a part hereof, and that said listed Trademarks constitute all the marks that are the subject of a registration or application in the PTO or comparable trademark authority of any other jurisdiction that such Pledgor now owns or uses in connection with its business, other than any such marks which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to use all Trademarks that it uses, and that it owns all of the registrations listed on Schedule B. Pledgor further warrants that it is aware of no third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe any registered trademark or registered service mark in a manner which would not reasonably be expected to have a Material Adverse Effect; and

(g) Pledgor is the true and lawful owner or licensee of all rights in the Patents listed on Schedule A, attached hereto and made a part hereof, that said Patents constitute all the patents and patent applications in the United States and any other country that Pledgor now owns, other than any such patents, applications and registrations which are (i) owned but not used and (ii) not material to its business. Pledgor represents and warrants that it owns or is licensed to practice under all Patent registrations that it owns, uses or practices under. Pledgor further warrants that it is aware of no third party claim that any aspect of Pledgor's present or contemplated business operations infringes or will infringe any patent in a manner which would not reasonably be expected to have a Material Adverse Effect.

Section 4 Further Assignment Prohibited. Except as otherwise provided in the Credit Agreement, Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral other than in the ordinary course of business consistent with past practice without Agent's prior written consent which shall not be unreasonably withheld. Absent such prior written consent, any such attempted sale or license is null and void.

Section 5 Right to Inspect. Pledgor hereby grants to Agent and Lenders and their employees and agents the right to visit any location of Pledgor and to inspect Pledgor's books and records and to make excerpts therefrom and transcripts thereof at such times and upon such notice as is set forth in Section 4.10 of the Domestic Credit Agreement.

Section 6 Standard Patent and Trademark Use. Pledgor shall not knowingly use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any material trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ℠ where appropriate.

Section 7 Event of Default.

(a) Pledgor expressly acknowledges that Agent may record this Agreement with the PTO. Contemporaneously herewith, Pledgor shall also execute and deliver to Agent the Assignment, which Assignment shall have no force and effect and shall be held by Agent, in escrow, until the occurrence of and during the continuance of an Event of Default; provided that, anything herein to the contrary notwithstanding, the security interest granted herein shall be

effective as of the date of this Agreement. After the occurrence of an Event of Default (unless such Event of Default has been cured or waived prior to Agent providing the notice provided for this paragraph), the Assignment shall take effect immediately upon certification of such fact by an authorized officer of Agent in the form attached as Exhibit A and upon written notice to Pledgor and thereafter Agent may, in its sole discretion, record the Assignment with the PTO.

(b) If an Event of Default shall occur and be continuing, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Lenders, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all reasonable expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be distributed in accordance with the terms of the Credit Agreement. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

Section 8 Termination. At such time as the Debt has been irrevocably paid in full (other than contingent indemnification Obligations), all commitments of the Lenders to advance funds terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Agent and the Lenders, this Agreement shall terminate and Agent shall, upon Pledgor's request, execute and deliver to Pledgor, at Pledgor's expense, all deeds, assignments, and other instruments as Pledgor shall reasonably request to evidence the release of Agent's security interest in the Collateral in connection with such termination, subject to any disposition thereof that may have been made by Agent pursuant hereto; provided, however that the provisions of Section 9, Section 11, Section 22, Section 23, Section 24, Section 25, Section 26, and Section 27 shall survive any termination of this Agreement.

Section 9 Maintaining Collateral, Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer material to Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Agent and the Lenders in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any material taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any

actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, within ten (10) days of demand by Agent, and, until so paid, shall be added to the principal amount of the Debt.

Section 10 Pledgor's Obligations to Prosecute. Except as otherwise agreed to by Agent in writing, if Pledgor determines in the reasonable business judgment of Pledgor that the maintenance of such collateral is no longer necessary, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full (other than contingent indemnification Obligations), and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any reasonable expenses incurred by Agent in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a Material Adverse Effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

Section 11 Agent's Rights to Enforce. Pledgor shall have the right but not the obligation to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Collateral. Agent and Lenders shall have the right, but shall have no obligation, to join in any such action during the existence of an Event of Default. Pledgor shall promptly, and in any event within ten (10) days of demand, reimburse and indemnify Agent and Lenders for all damages, reasonable costs and expenses, including attorneys' fees incurred by Agent in connection with the provisions of this Section 11, in the event Agent and Lenders elect to join in any such action commenced by Pledgor.

Section 12 Power of Attorney. Pledgor hereby authorizes and empowers Agent, on behalf of Lenders, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, after the occurrence and during the continuance of an Event of Default, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

Section 13 Agent's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement, Agent, on behalf of Lenders, may after reasonable notice to Pledgor, but is not obligated to, do so in Pledgor's name or in Agent's name, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent promptly on demand in full for all reasonable expenses, including reasonable attorneys' fees, incurred by Agent in protecting, defending and maintaining the Collateral.

Section 14 Additional Documents. Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be reasonably required by Agent in order to effectuate, evidence or perfect Agent's interests in the Collateral as evidenced by this Agreement.

Section 15 New Collateral. If, before the Debt shall have been satisfied in full (other than contingent indemnification Obligations), Pledgor shall obtain rights to any new Collateral, the provisions of Section 2 and Section 7 hereof shall automatically apply thereto as if the same were identified on Schedules A, B or C attached hereto and made a part hereof as of the date hereof, and Pledgor shall give Agent prompt written notice thereof.

Section 16 Modification for New Collateral. Pledgor hereby authorizes Agent to modify this Agreement by amending Schedules A, B and/or C to include any future Collateral as contemplated by Section 2 and Section 15 hereof and, at Agent's request, Pledgor shall execute any documents or instruments reasonably required by Agent in order to modify this Agreement as provided in this Section 16, provided that any such modification to Schedules A, B and/or C shall be effective without the signature of Pledgor. Pledgor hereby acknowledges that Agent may re-file or re-record this Agreement with the PTO, together with any such modification to Schedules A, B and/or C.

Section 17 No Waiver. No course of dealing between Pledgor and Agent and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders, any right, power or privilege hereunder or under the Credit Agreement or Other Documents 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.

Section 18 Remedies Cumulative. All of the rights and remedies of Agent and Lenders with respect to the Collateral, whether established hereby or by the Credit Agreement or Other Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

Section 19 Severability. The provisions of this Agreement are severable, and, if any clause or provision shall be held 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 Agreement in any jurisdiction.

Section 20 Modifications. Except as provided in Section 16 hereof, this Agreement may be amended or modified only by a writing signed by Pledgor and Agent, on behalf of Lenders. In the event that any provision herein is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

Section 21 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, except that Pledgor may not assign any of its rights or duties hereunder without the prior written consent of Agent. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

Section 22 Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified in Section 16.6 if the Domestic Credit Agreement, if to Agent, mailed or

delivered to it, addressed to the address specified in Section 16.6 of the Domestic Credit Agreement, and, if to a Lender (other than the Agent), mailed or delivered to it, addressed to the address of such Lender specified on the signature pages of the Credit Agreement. Any notice required, permitted or contemplated hereunder shall be in writing and addressed to the party to be notified at the address set forth in the Credit Agreement or at such other address as each party may designate for itself from time to time by notice hereunder, and shall be deemed validly given (i) four days following deposit in the U.S. mail (return receipt requested), with first-class postage prepaid, or (ii) upon receipt of notice if delivered via overnight delivery carrier or personal delivery, or (iii) in the case of facsimile transmission, when sent to the applicable party's facsimile machine's telephone number, if the party sending such notice receives confirmation of the delivery thereof from its own facsimile machine.

Section 23 Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Pennsylvania state or federal court sitting in Pittsburgh, Pennsylvania, over any action or proceeding arising out of or relating to this Agreement, the Credit Agreement, Other Documents, or any instrument, agreement or document executed in connection therewith, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 24 Indemnity: Administration and Enforcement. Pledgor will reimburse each Lender, on such Lender's demand from time to time, and Agent, on Agent's demand from time to time, for any and all reasonable fees, costs, and reasonable expenses (including, without limitation, the reasonable fees and disbursements of legal counsel) incurred by such Lender or Agent, as the case may be, in administering this Agreement and in protecting, enforcing, or attempting to protect or enforce its rights under this Agreement, together with interest thereon, following notice received by Pledgor, at a rate per annum equal to the Default Rate.

Section 25 Unconditional and Continuing Security Interest. Pledgor's obligations under this Agreement and the granting of a security interest to Agent pursuant to this Agreement are unconditional and effective immediately, and (except for obligations surviving indefinitely pursuant to Section 8 hereof) those obligations and the security interest so granted shall continue in full effect until the Debt shall have been paid in full (other than contingent indemnification Obligations), regardless of the lapse of time, regardless of the fact that there may be a time or times when no Debt is outstanding, regardless of any act, omission, or course of dealing whatever on the part of Agent and Lenders, or any of them, and regardless of any other event, condition, or thing. Without limiting the generality of the foregoing, neither the amount of the Debt for purposes of this Agreement, nor Pledgor's obligations under this Agreement, nor the security interest granted pursuant to this Agreement shall be diminished or impaired by:

(a) the granting by Agent or any Lender of any credit to any Loan Party, whether or not liability therefor constitutes Debt, or any failure or refusal of Agent or any Lender to grant any other credit to any Loan Party even if such failure or refusal of Agent or any Lender thereby breaches any duty or obligation to Pledgor or any other Person,

(b) the application by Agent or any Lender of credits, payments, or proceeds to any portion of the Debt,

(c) any extension, renewal, or refinancing of the Debt in whole or in part,

(d) any amendment, restatement, or other modification of any kind in, to, or of the Credit Agreement or Other Documents, or any consent or other indulgence granted to any Loan Party, or any waiver of any Event of Default (under this Agreement or the Credit Agreement),

(e) any acceptance of security for any Loan Party on the Debt or any part thereof, or any release of any security (other than with respect to a release of the security interest granted herein) or Loan Party, whether or not Agent or any Lender receive consideration for the release,

(f) any discharge of the Debt in whole or in part under any bankruptcy or insolvency law or otherwise,

(g) the failure of Agent or any Lender to make any presentment or demand for payment, to assert or perfect any claim, demand, or interest, or to enforce any right or remedy, or any delay or neglect by Agent or any Lender in respect of the Debt or any part thereof or any security therefor,

(h) any failure to give Pledgor notice of (i) the making of any loan or other credit extension or the terms, conditions, and other provisions applicable thereto, (ii) any dishonor by Pledgor or any other Loan Party, or (iii) the inaccuracy or incompleteness of any representation, warranty, or other statement made by any Loan Party, or

(i) any defense that may now or hereafter be available to any other Loan Party, whether based on suretyship, impairment of collateral, accord and satisfaction, breach of warranty, breach of contract, failure of consideration, tort, lack of capacity, usury, or otherwise, or any illegality, invalidity, or unenforceability of the Debt or any part thereof or of the Credit Agreement or Other Documents.

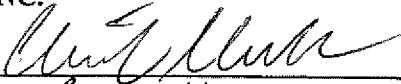
Section 26 No Setoff; Rights Against Other Loan Parties. Pledgor hereby (a) waives all now existing or hereafter arising rights to recoup or offset any obligation of Pledgor under this Agreement against any claim or right of Pledgor against Agent or any Lender, (b) waives all rights of exoneration now or hereafter arising out of or in connection with this Agreement, and (c) agrees that unless and until all of the Debt shall have been paid in full (other than contingent indemnification Obligations), Pledgor will not assert against any other Loan Party or any other Loan Party's property any rights (including, without limitation, contribution, indemnification, reimbursement, and subrogation) now or hereafter arising (whether by contract, operation of law, or otherwise) out of or in connection with this Agreement.

Section 27 JURY TRIAL WAIVER. PLEDGOR, AGENT AND LENDERS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, LENDERS AND PLEDGOR, OR ANY OF THEM, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG PLEDGOR, AGENT AND LENDERS, OR ANY OF THEM.

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IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 30
day of APRIL, 2013.

IPEG, INC.

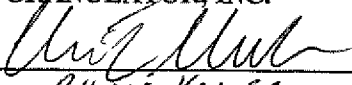
By: 
Name: CHRIS KAUER
Title: PRESIDENT

*Signature Page to
Amended and Restated Intellectual Property Security Agreement
(IPEG, Inc.)*

**TRADEMARK
REEL: 005040 FRAME: 0540**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 30
day of APRIL, 2013.

RAPID GRANULATOR, INC.

By: 
Name: CHRIS KAUER
Title: Chairman

*Signature Page to
Amended and Restated Intellectual Property Security Agreement
(Rapid Granulator, Inc.)*

TRADEMARK
REEL: 005040 FRAME: 0541

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 30
day of April, 2013.

IPEG ACQUISITION CO.

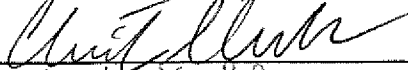
By: Chris Keller
Name: Chris Keller
Title: Chairman

*Signature Page to
Amended and Restated Intellectual Property Security Agreement
(IPEG Acquisition Co.)*

**TRADEMARK
REEL: 005040 FRAME: 0542**

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 30
day of APRIL, 2013.


SEWICKLEY CAPITAL, INC.

By: 
Name: Chris Keller
Title: President

*Signature Page to
Amended and Restated Intellectual Property Security Agreement
(Sewickley Capital, Inc.)*

TRADEMARK
REEL: 005040 FRAME: 0543

PNC BANK, NATIONAL ASSOCIATION,
as Agent and as a Lender

By: 
Name: David B. Thayer
Title: Vice President

Signature Page to
Amended and Restated Intellectual Property Security Agreement
(PNC Bank)

SCHEDULE A

Patents

CONAIR - CPA DIRECT PATENT REPORT

Patent #	Country	Reference	Filed	Issued	File #	Renewal	Expiration	Status
11/689426	USA	INTEGRATED BLENDER & INTEGRATED MOBILE BLENDING CART	3/21/2007	--	06-088-US	--	--	ABANDONED
6012875	USA	APPARATUS FOR DISPENSING GRANULAR MATERIAL	4/2/1997	1/11/2000	04-056-US	7/11/2011	4/2/2017	ABANDONED
5971120	USA	FLUID OPERATED MODULAR CLUTCH-BRAKE DEVICE	4/2/1997	10/26/1999	04-055-US	4/26/2011	4/2/2017	ABANDONED
110983	Canada	LOADER/RECEIVER (Removed case status report 1/22/13)	5/2/2005	6/18/2008	04-315-CA	6/18/2013	6/18/2018	ABANDONED
6620354	USA	APPARATUS AND METHOD FOR PRODUCING & CUTTING EXTRUDED MATERIAL USING TEMPERATURE FEEDBACK	6/14/2000	9/16/2003	04-050-US-P	3/16/2015	8/14/2023	NONE
2024654	Canada	APPARATUS AND METHOD OF DRYING AND DEHUMIDIFYING PLASTIC	9/5/1990	3/30/1993	04-072-CA	--	9/5/2010	REMOVED
000333943	European Union	TILTED LOADER/RECEIVER	4/29/2005	7/27/2005	04-315-EU	4/29/2015	4/29/2030	REMOVED
000333943-001		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-002		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-003		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-004		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-005		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-006		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-007		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-008		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
000333943-009		TILTED LOADER/RECEIVER	4/29/2005	4/29/2005	04-315-EU	4/29/2015	4/29/2030	NONE
Patents not on CPA account (as of Nov 2012):								
5487225	USA	APPARATUS AND METHOD FOR CONTROLLED DRYING OF PLASTIC PELLETS	11/14/1994	1/30/1996	04-054-US	--	11/14/1994	PAID (NO MAIN FEES DUE)
5464335	USA	VACUUM TANK FOR VACUUM SIZING APPARATUS	8/30/1994	11/7/1995	04-064-US	--	8/3/2014	PAID
4974337	USA	APPARATUS AND METHOD OF DRYING AND DEHUMIDIFYING PLASTIC	10/30/1989	12/4/1990	04-072-US	--	12/30/2009	EXPIRED
5645861	USA	GUIDE ROLLER ASSEMBLY FOR A VACUUM SIZING TANK	7/7/1995	7/8/1997	04-059-US	--	7/7/2015	ISSUED
6253651	USA	ROTARY KNIFE CUTTER	5/13/1997	7/3/2001	04-053-US-C	--	2/2/2015	ISSUED
0560697	USA	TILTED LOADER/RECEIVER	11/8/2004	1/29/2008	04-315-US	--	1/29/2022	ISSUED
5648102	USA	VACUUM CALIBRATOR TOOL	8/7/1995	7/15/1997	04-058-US	--	8/7/2015	ISSUED

PATENTS:

RAPID GRANULATOR, INC.

1. Rotary Grinder with Improved Ram and Screen, as described and claimed in U.S. Patent No. US 6,305,623 B1
2. Rotor and Counter Knife for a Rotary Grinder, as described and claimed in U.S. Patent No. US 7,434,756 B2
3. Modular Rotary Grinder, as described and claimed in U.S. Patent No. US 7,578,463 B2
4. Bolt-In Toolholder for a Rotor Assembly, as described and claimed in U.S. Patent No. US 7,959,099 B1
5. Rotary Grinder Control System and Method, as described and claimed in U.S. Patent No. 8,360,349 B1
6. Modular Rotary Grinder, as described and claimed in International Patent Application No. PCT/US2008/003285
7. Cutting Tool (Zoidal Cutter Male Keyed), as described and claimed in U.S. Patent Application No. 29/411,803
8. Cutting Tool (Zoidal Cutter Female Keyed), as described and claimed in U.S. Patent Application No. 29/411,802
9. Modular Rotary Grinder, as described and claimed in European Patent Application No. 08726758.9
10. Cutting Tool, as described and claimed in U.S. Patent Application No. 29/394,063
11. Cutting Tool, as described and claimed in U.S. Patent Application No. 29/394,066
12. Patent Application, as described in and claimed in U.S. Provisional Application No. 61/598,018.

SCHEDULE B

Trademarks

Trademark Report By Country
Search Criteria

Client 238685
Status ACTIVE

Display Options

Goods All

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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AUSTRALIA

04-035-AU-2 CONAIR 7/16/1992 582615 7/17/1992 A582615 REGISTERED 07

CLASS	DESCRIPTION
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07 MATERIAL HANDLING MACHINERY; MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, INCLUDING LOADERS, COLORING LOADERS, DISTRIBUTION BINS, METERING BLENDERS, INTERMIXERS, GRANULATORS, PELLETIZERS, CONTAINER TILTERS, DRUM TUMBLERS, REPLACEABLE HOPPERS BEING PARTS OF MACHINES FOR DISPENSING MATERIALS, VACUUM AND PRESSURIZED RAILCAR UNLOADERS, PEPE HAULOFFS, AIR FILTERS, LIQUID COLOR INJECTORS

CANADA

04-036-CA AUTOCOLOR 3/3/1971 340726 3/17/1972 TMA181915 REGISTERED NA

CLASS	DESCRIPTION
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NA CONTROL PANEL AND METERING APPARATUS FOR BLENDING DIFFERENT QUANTITIES OF PULVERULENT MATERIAL IN A DEFINITE RATIO; MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY - LOADER/BLENDERS AND CONTROLS THEREFOR, LOADERS, COLOURING LOADERS, DISTRIBUTION BINS AND LIQUID COLOUR INJECTORS

04-035-CA CONAIR 3/3/1971 340727 3/17/1972 TMA181916 REGISTERED NA

CLASS	DESCRIPTION
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NA MACHINERY USED IN PLASTIC INDUSTRY, NAMELY, DRUM TUMBLERS, FOAM MOLDERS, PIPE SIZERS, MIXERS, HAUL-OFF UNITS, AND VACUUM LOADERS. MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY - NAMELY, LOADERS, COLOURING LOADERS, DISTRIBUTION BINS, METERING BLENDERS, INTERMIXERS, GRANULATORS, PELLETIZERS, CONTAINER TILTERS, DRUM TUMBLERS, REPLACEABLE HOPPERS BEING PARTS OF MACHINES FOR DISPENSING MATERIALS, VACUUM AND PRESSURIZED RAILCAR UNLOADERS, PIPE HAULOFFS, AIR FILTERS AND LIQUID COLOUR INJECTORS

04-380-CA RESINWORKS 5/3/2005 1256330 5/30/2007 TMA696767 REGISTERED NA

CLASS	DESCRIPTION
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NA MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY-NAMELY, BLENDERS AND BLENDING SYSTEMS, CONTROL SYSTEMS, LOADERS, COLORING LOADERS, DRYERS AND DRYING SYSTEMS, PNEUMATIC CONVEYING SYSTEMS, VACUUM RECEIVER HOPPERS, DISTRIBUTION BINS, METERING BLENDERS, INTERMIXERS, GRANULATORS, PELLETIZERS, CONTAINER TILTERS, DRUM TUMBLERS, REPLACEABLE HOPPERS BEING PARTS OF MACHINES FOR DISPENSING MATERIALS, VACUUM AND PRESSURIZED RAILCAR UNLOADERS, PIPE HAULOFFS, AIR FILTERS AND LIQUID COLOR INJECTORS

CHILE

04-035-CL CONAIR 2/12/1996 334244 1/30/1997 786141 REGISTERED 11

CLASS	DESCRIPTION
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11 MACHINERY AND PARTS THEREFOR FOR THE STORING, TRANSPORTING, CONDITIONING AND CONTROL OF MATERIALS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRIES - NAMELY, DRYERS, PREHEATERS, DRYING HOPPERS, CHILLERS, COOLING TOWERS AND DESICCANT CARTRIDGES FOR USE WITH DRYERS

CHINA

04-035-CN-2 CONAIR 12/15/2004 4416412 10/21/2007 4416412 REGISTERED 09

CLASS	DESCRIPTION
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09 WEIGHING STATIONS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRIES

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
04-035-CN-3	CONAIR	12/15/2004	4416411	10/21/2007	4416411	REGISTERED	11
	CLASS	DESCRIPTION					
	11	DRYERS, PREHEATERS, DRYING HOPPERS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRIES					
04-035-CN-1	CONAIR	12/15/2004	4416413	7/28/2007	4416413	REGISTERED	07
	CLASS	DESCRIPTION					
	07	LOADERS, COLORING LOADERS, DISTRIBUTION BINS, METERING BLENDERS, INTERMIXERS, GRANULATORS, PELLETIZERS, CONTAINER TILTERS, DRUM TUMBLERS, REPLACEABLE HOPPERS BEING PARTS OF MACHINES FOR DISPENSING MATERIALS, VACUUM AND PRESSURIZED RAILCAR UNLOADERS, PIPE HAULOFFS, AIR FILTERS AND LIQUID COLOR INJECTORS					
04-048-CN-1	IPEG	5/21/2002	3183764	11/7/2003	3183764	REGISTERED	07
	CLASS	DESCRIPTION					
	07	MACHINES FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, PARTS OF MACHINES FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, GRAVIMETRIC BATCH BLENDERS, EXTRUSION BLENDERS, VOLUMETRIC BATCH BLENDERS, VOLUMETRIC CONTINUOUS BLENDERS, FEEDERS, MIXERS, VACUUM LOADERS, VACUUM PUMPS, DUST COLLECTORS, VACUUM SIZING TANKS, COOLING TANKS, PULLERS, CUTTERS, SAWS, STRAND PELLETIZERS, GRANULATORS, AND SHREDDERS					
04-048-CN-2	IPEG	5/21/2002	3183763	7/7/2003	3183763	REGISTERED	09
	CLASS	DESCRIPTION					
	09	DRYING MONITORS, SUPERVISORY CONTROLS, CENTRAL VACUUM CONTROLS, BEAM ROBOTS, AND PICK-AND-PLACE ROBOTS					
04-048-CN-3	IPEG	5/21/2002	3183765	9/7/2003	3183765	REGISTERED	11
	CLASS	DESCRIPTION					
	11	DEHUMIDIFYING DRYERS, GAS DEHUMIDIFYING DRYERS, HOT AIR DRYERS, DRYING HOPPERS, HEAT BOOSTERS, PORTABLE CHILLERS, COOLING TOWERS, PRESSURE WATER TANKS, CENTRAL CHILLERS					

EUROPEAN UNION (CTM)

04-048-CT	IPEG	5/7/2002	2687382	11/4/2003	2687382	REGISTERED	07, 09, 11
	CLASS	DESCRIPTION					
	07	MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY GRAVIMETRIC BATCH BLENDERS, EXTRUSION BLENDERS, VOLUMETRIC BATCH BLENDERS, VOLUMETRIC CONTINUOUS BLENDERS, FEEDERS, MIXERS, VACUUM LOADERS, VACUUM PUMPS, DUST COLLECTORS, VACUUM SIZING TANKS, COOLING TANKS, PULLERS, CUTTERS, SAWS, STRAND PELLETIZERS, GRANULATORS, AND SHREDDERS; BEAM ROBOTS AND PICK-AND-PLACE ROBOTS; PUMP TANK ASSEMBLIES CONSISTING OF CENTRIFUGAL WATER PUMPS AND A RESERVOIR ON A COMMON SKID, WHICH OPERATE TO MOTIVATE PLANT COOLING WATER AROUND A PLANT					
	09	MACHINERY AND PARTS THEREFOR FOR THE STORING, TRANSPORTING, CONDITION AND CONTROL OF MATERIALS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY DRYING MONITORS, SUPERVISORY CONTROLS, CENTRAL VACUUM CONTROLS					
	11	MACHINERY AND PARTS THEREFOR FOR THE STORING, TRANSPORTING, CONDITIONING, AND CONTROL OF MATERIALS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY DEHUMIDIFYING DRYERS, GAS DEHUMIDIFYING DRYERS, HOT AIR DRYERS, DRYING HOPPERS, HEAT BOOSTERS, TEMPERATURE CONTROL MACHINERY, PORTABLE CHILLERS, COOLING TOWERS AND CENTRAL CHILLERS					

JAPAN

04-035-JP-2	CONAIR	5/30/1994	5224994	12/19/1997	4094357	REGISTERED	07
	CLASS	DESCRIPTION					
	07	PLASTIC PELLETS MANUFACTURING MACHINES AND APPARATUS, PLASTIC FILM FORMING AND DRAWING MACHINES AND APPARATUS, PLASTIC EXTRUSION MOLDING MACHINES AND INSTRUMENTS, PLASTIC INJECTION MOLDING MACHINES AND INSTRUMENTS, PLASTIC BLOW MOLDING MACHINES AND INSTRUMENTS, LOADING AND FEEDING MACHINES AND APPARATUS FOR PLASTIC MOLDING, MACHINES AND APPARATUS FOR BLENDING PLASTIC MOLDING MATERIALS OR COLORING MATERIALS, AND ALL OTHER PLASTIC PROCESSING MACHINES AND INSTRUMENTS, CHEMICAL MACHINES, APPARATUS AND INSTRUMENTS					

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
04-035-JP-1	CONAIR	5/30/1994	17097	10/31/1997	4077019	REGISTERED	06
	CLASS	DESCRIPTION					
	06	STORAGE SILOS FOR PLASTIC RAW MATEIALS IN THE FORM OF PELLETS, FRAKES, ETC. FOR USE IN PLASTIC MOLDING					
SINGAPORE							
04-035-SG-2	CONAIR	10/20/1992	806892	10/20/1992	T9208088D	REGISTERED	07
	CLASS	DESCRIPTION					
	07	MACHINES; MOTORS (EXCEPT LAND VEHICLES)					
04-048-SG-2	IPEG	4/27/2002	T0205643A	3/19/2002	T0205643A	REGISTERED	09
	CLASS	DESCRIPTION					
	09	MACHINERY AND PARTS THEREFOR FOR THE STORING, TRANSPORTING, CONDITION, AND CONTROL OF MATERIALS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY, DRYING MONITORS, SUPERVISORY CONTROLS, CENTRAL VACUUM CONTROLS, BEAM ROBOTS, AND PICK-AND-PLACE ROBOTS; ALL THE AFORESAID GOODS BEING INCLUDED IN CLASS 9					
04-048-SG-3	IPEG	3/19/2002	T0205644Z	3/19/2002	T0205644Z	REGISTERED	11
	CLASS	DESCRIPTION					
	11	DEHUMIDIFYING DRYERS, GAS DEHUMIDIFYING DRYERS, HOT AIR DRYERS, DRYING HOPPERS, HEAT BOOSTERS; ALL BEING DRYING APPARATUS AND INSTALLATIONS IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY; TEMPERATURE CONTROL MACHINERY, PORTABLE CHILLERS, COOLING TOWERS, PUMP TANK ASSEMBLIES AND CENTRAL CHILLERS; ALL BEING APPARATUS AND INSTALLATIONS FOR HEATING, COOLING AND MOVING WATER FOR PURPOSES OF CONTROLLING TEMPERATURES INT HE PLASTICS PRODUCTION AND PROCESSING INDUSTRY					
04-048-SG-1	IPEG	4/27/2002	T0205642C	3/19/2002	T0205642C	REGISTERED	07
	CLASS	DESCRIPTION					
	07	MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY, GRAVIMETRIC BATCH BLENDERS, EXTRUSION BLENDERS, VOLUMETRIC BATCH BLENDERS, VOLUMETRIC CONTINUOUS BLENDERS, FEEDERS, MIXERS, VACUUM LOADERS, VACUUM PUMPS, DUST COLLECTORS, VACUUM SIZING TANKS, COOLING TANKS, PULLERS, CUTTERS, SAWS, STRAND PELLETIZERS, GRANULATORS, AND SHREDDERS					
SPAIN							
04-035-ES-4	CONAIR	6/29/1993	1769650	6/29/1993	1769650	REGISTERED	39
	CLASS	DESCRIPTION					
	39	CONSULTING SERVICES (NOT CONNECTED WITH BUSINESS MANAGEMENT) WITH RESPECT TO THE TRANSPORTATION AND STORAGE OF MATERIALS USED IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRIES					
04-035-ES-2	CONAIR	6/29/1993	1769648	6/29/1993	1769648	REGISTERED	09
	CLASS	DESCRIPTION					
	09	WEIGHING STATIONS, MOLD TEMPERATURE CONTROLLERS, LEVEL SENSORS AND MOLD FLOW REGULATORS, FOR THE STORING, TRANSPORTING, CONDITIONING AND CONTROL OF MATERIALS FOR USE IN PLASTICS PRODUCTION AND PROCESSING INDUSTRIES					
04-035-ES-3	CONAIR	6/29/1993	1769649	6/29/1993	1769649	REGISTERED	11
	CLASS	DESCRIPTION					
	11	MACHINERY AND PARTS THEREFOR FOR THE STORING, TRANSPORTING, CONDITIONING AND CONTROL OF MATERIALS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRIES - NAMELY, DRYERS, PREHEATERS, DRYING HOPPERS, CHILLERS, COOLING TOWERS AND DESICCANT CARTRIDGES FOR USE WITH DRYERS					
04-035-ES-1	CONAIR	6/29/1993	1769647	6/29/1993	1769647	REGISTERED	07

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
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CLASS	DESCRIPTION
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07 PARTS REMOVERS, LOADERS, COLORING LOADERS, DISTRIBUTION BINS, METERING BLENDERS, INTERMIXERS, GRANULATORS, PELLETIZERS, CONTAINER FILTERS, DRUM TUMBLERS, REPLACEABLE HOPPERS BEING PARTS OF MACHINES FOR DISPENSING MATERIALS, VACUUM AND PRESSURIZED RAILCAR UNLOADERS, PIPE HAULOFFS, AIR FILTERS AND LIQUID COLOR INJECTORS, FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY

TAIWAN

04-035-TW CONAIR 11/25/2004 93055144 12/16/2005 1188141 REGISTERED 07, 09, 11

CLASS	DESCRIPTION
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07 DRYERS FOR USE IN THE PLASTICS INDUSTRY; DRYING HOPPERS (PARTS OF DRYERS FOR USE IN THE PLASTICS INDUSTRY); DESICCANT CARTRIDGES FOR USE WITH DRYERS (PARTS OF DRYERS FOR USE IN THE PLASTICS INDUSTRY);
 09 EQUIPMENT AND PARTS THEREFOR FOR THE STORING, TRANSPORTING, CONDITIONING AND CONTROL OF MATERIALS FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRIES - NAMELY, WEIGHING STATIONS, MOLD TEMPERATURE CONTROLLERS, LEVEL SENSORS AND MOLD FLOW REGULATORS;
 11 PREHEATERS FOR INDUSTRIAL PURPOSES, CHILLERS, COOLING TOWERS

04-035-TW-2 CONAIR 12/23/2004 93059962 10/16/2005 1177194 REGISTERED 07

CLASS	DESCRIPTION
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07 MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY, LOADERS, COLORING LOADERS, DISTRIBUTION BINS, METERING BLENDERS, INTERMIXERS, GRANULATORS, PELLETIZERS, CONTAINER FILTERS, DRUM TUMBLERS, REPLACEABLE HOPPERS BEING PARTS OF MACHINES FOR DISPENSING MATERIALS, VACUUM AND PRESSURE RAILCAR UNLOADERS, PIPE HAULOFFS, AIR FILTERS AND LIQUID COLOR INJECTORS

UNITED KINGDOM

04-036-GB-2 AUTOCOLOR 5/23/2003 2333066 5/23/2003 2333066 REGISTERED 07

CLASS	DESCRIPTION
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07 MIXERS (MACHINES) FOR GRANULES AND FOR POWDERY MATERIALS

04-035-GB-5 CONAIR 1/21/1999 2186728 1/21/1999 2186728 REGISTERED 06, 07, 09, 11

CLASS	DESCRIPTION
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07 GRANULATING MACHINES AND PLASTICS PROCESSING MACHINES; MACHINES AND APPARATUS ALL FOR THE MIXING, GRINDING, STORAGE, FLOW, DISTRIBUTION, CONDITIONING AND LOADING OF MATERIAL TO PLASTICS PROCESSING MACHINES;
 09 CONTROLLING APPARATUS AND INSTRUMENTS, PROGRAMMING, SCANNING, MEASURING, CHECKING (SUPERVISION) APPARATUS AND INSTRUMENTS, AND SENSORS; ALL FOR USE WITH PLASTICS PROCESSING MACHINERY; AND METERS (OTHER THAN MEDICAL APPARATUS);
 11 INSTALLATIONS AND APPARATUS ALL FOR HEATING AND DRYING, AND ALL FOR INDUSTRIAL USE, AND PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS, BUT NOT INCLUDING OVENS OR ANY GOODS OF THE SAME DESCRIPTION AS OVENS
 06 HOPPERS, STORAGE SILOS, BINS AND CONTAINERS;

UNITED STATES

04-035-US-7 CONAIR 2/1/2006 78/804,149 12/19/2006 3,186,804 REGISTERED 07

CLASS	DESCRIPTION
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07 MACHINES AND PARTS THEREFOR FOR USE IN THE PLASTICS PRODUCTION AND PROCESSING INDUSTRY, NAMELY, LOADERS, COLORING LOADERS, DISTRIBUTION BINS, METERING BLENDERS, INTERMIXERS, GRANULATORS, PELLETIZERS, CONTAINER FILTERS, DRUM TUMBLERS, REPLACEABLE HOPPERS BEING PARTS OF MACHINES FOR DISPENSING MATERIALS, VACUUM AND PRESSURIZED RAIL CAR UNLOADERS, PIPE HAULOFFS, AIR FILTERS, LIQUID COLOR INJECTORS, PICKERS AND ROBOTS

04-035-US CONAIR 5/14/1982 73/364,592 10/18/1983 1,254,344 REGISTERED 07

CLASS	DESCRIPTION
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07 PARTS REMOVERS AS USED IN THE PRODUCTION OF PLASTIC ARTICLES

04-035-US-3 CONAIR 2/25/1981 73/298,553 11/16/1982 1,216,486 REGISTERED 09

REFERENCE #	MARK	FILED	APP #	REG DT	REG #	STATUS	CLASSES
04-035-US-4	CONAIR	1/25/1980	73/247,626	12/20/1983	1,261,963	REGISTERED	39
04-035-US-2	CONAIR	2/25/1981	73/298,554	3/1/1983	1,228,922	REGISTERED	11
07-129-US	ENERGYSMART	6/25/2007	77/214,474	11/4/2008	3,529,408	REGISTERED	07, 11
04-380-US	RESINWORKS	11/10/2004	76/620,054	8/29/2006	3,134,708	REGISTERED	07, 09, 11
04-046-US	THERMOLATOR	1/22/1949	71/572,568	10/9/1951	549,155	REGISTERED	11
04-335-US	TRUEBLEND	8/9/2004	76/606,363	5/9/2006	3,090,786	REGISTERED	07

END OF REPORT

TOTAL ITEMS SELECTED =

35

TRADEMARKS:

RAPID GRANULATOR, INC.

1. U.S. Trademark Registration No. 2702604
2. U.S. Trademark Registration No. 2729299

IPEG ACQUISITION CO.

1. THERMAL CARE (Class 11); U.S. Registration No. 2,045,868; Registered: March 18, 1997 [Thermal Care, Inc.]

TRADENAMES:

Conair
Michigan Plastics Machinery co. (MPM)
Conair Franklin
Conair Extrusion
Conair Gatto
Rapid Granulator
Rapid
Republic Machine
Thermal Care
AWS
AWS US
Applied Web Systems

SCHEDULE C

Licenses

LICENSE AGREEMENTS:

License Agreement, dated as of December 17, 2003, between Motan Holding GmbH as Licensor and IPEG Holdings Co. (f/k/a International Plastics Equipment Group, Inc.), as predecessor in interest to Ipeg, Inc., as amended or modified.

ASSIGNMENT

WHEREAS, IPEG, INC., a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Amended and Restated Intellectual Property Security Agreement, dated as of April 30, 2013 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement ("Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement.

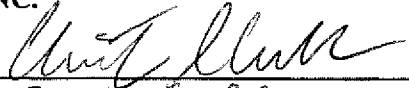
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, its successors, transferees and assigns, all worldwide right, title and interest in and to (i) its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto); (ii) all registrations, and applications for registration, of the Patents and Trademarks worldwide, including but not limited to the registrations and applications identified on Schedules A and B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Collateral worldwide; (iv) all rights of action arising in connection with the Collateral worldwide, including all claims for damages by reason of past, present and future infringement of the Patents and Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Agent for its own use and benefit and for its successors and assigns as the same would have been held by Pledgor had this assignment not been made; and (v) the goodwill of the business symbolized by the Trademarks.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent has elected to take actual title to the Collateral.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on APRIL 30, 2013.

IPEG, INC.

By: 
Name: Chris Keller
Title: President

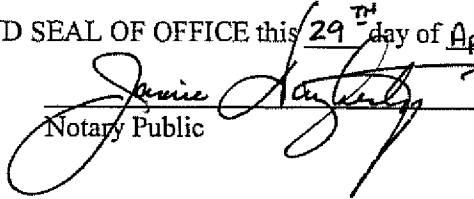
*Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(IPEG, Inc.)*

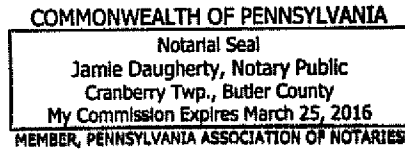
TRADEMARK
REEL: 005040 FRAME: 0558

STATE OF Pennsylvania)
)SS:
COUNTY OF Butler)

BEFORE ME, the undersigned authority, on this day personally appeared Christopher S. Keller, President of IPEG Inc known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said IPEG, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, 2013.


Notary Public



*Notary Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(IPEG, Inc.)*


TRADEMARK
REEL: 005040 FRAME: 0559

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF _____, 2013 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY IPEG, INC., A DELAWARE CORPORATION ("PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: David B. Thayer
Title: Vice President
Date: _____

*Signature Page to
Form of Assignment to Amended and Restated Intellectual Property Security Agreement
(IPEG, Inc.)*

TRADEMARK
REEL: 005040 FRAME: 0560

ASSIGNMENT

WHEREAS, RAPID GRANULATOR, INC., a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Amended and Restated Intellectual Property Security Agreement, dated as of April 30, 2013 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement ("Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, its successors, transferees and assigns, all worldwide right, title and interest in and to (i) its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto); (ii) all registrations, and applications for registration, of the Patents and Trademarks worldwide, including but not limited to the registrations and applications identified on Schedules A and B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Collateral worldwide; (iv) all rights of action arising in connection with the Collateral worldwide, including all claims for damages by reason of past, present and future infringement of the Patents and Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Agent for its own use and benefit and for its successors and assigns as the same would have been held by Pledgor had this assignment not been made; and (v) the goodwill of the business symbolized by the Trademarks.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent has elected to take actual title to the Collateral.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on APRIL 30, 2013.

RAPID GRANULATOR, INC.

By: 
Name: CHRIS KELLER
Title: Chairman

*Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(Rapid Granulator, Inc.)*

TRADEMARK
REEL: 005040 FRAME: 0562

STATE OF Pennsylvania)
)SS:
COUNTY OF Butler)

BEFORE ME, the undersigned authority, on this day personally appeared Christopher S. Keller, Chairman, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said RAPID GRANULATOR, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 8TH day of May, 2013.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Jamie Daugherty, Notary Public
Cranberry Twp., Butler County
My Commission Expires March 25, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

*Notary Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(Rapid Granulator, Inc.)*


TRADEMARK
REEL: 005040 FRAME: 0563

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF _____, 2013 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY RAPID GRANULATOR, INC., A DELAWARE CORPORATION ("PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: David B. Thayer
Title: Vice President
Date: _____

Signature Page to

*Form of Assignment to Amended and Restated Intellectual Property Security Agreement
(Rapid Granulator, Inc.)*

TRADEMARK
REEL: 005040 FRAME: 0564

ASSIGNMENT

WHEREAS, IPEG ACQUISITION CO., a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Amended and Restated Intellectual Property Security Agreement, dated as of April 30, 2013 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement ("Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, its successors, transferees and assigns, all worldwide right, title and interest in and to (i) its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto); (ii) all registrations, and applications for registration, of the Patents and Trademarks worldwide, including but not limited to the registrations and applications identified on Schedules A and B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Collateral worldwide; (iv) all rights of action arising in connection with the Collateral worldwide, including all claims for damages by reason of past, present and future infringement of the Patents and Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Agent for its own use and benefit and for its successors and assigns as the same would have been held by Pledgor had this assignment not been made; and (v) the goodwill of the business symbolized by the Trademarks.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent has elected to take actual title to the Collateral.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on APRIL 30, 2013.

IPEG ACQUISITION CO.

By: 
Name: Chris Keller
Title: Chairman

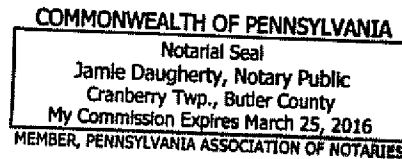
*Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(IPEG Acquisition Co.)*

STATE OF Pennsylvania)
)SS:
COUNTY OF Butler)

BEFORE ME, the undersigned authority, on this day personally appeared Christopher S. Keller, Chairman, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said IPEG ACQUISITION CO., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, 2013.


Notary Public



*Notary Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(IPEG Acquisition Co.)*


TRADEMARK
REEL: 005040 FRAME: 0567

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF _____, 2013 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY IPEG ACQUISITION CO., A DELAWARE CORPORATION ("PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: David B. Thayer
Title: Vice President
Date: _____

Signature Page to

*Form of Assignment to Amended and Restated Intellectual Property Security Agreement
(IPEG Acquisition Co.)*

TRADEMARK
REEL: 005040 FRAME: 0568

ASSIGNMENT

WHEREAS, SEWICKLEY CAPITAL, INC., a Delaware corporation ("Pledgor"), is the owner of the Collateral, as hereinafter defined;

WHEREAS, Pledgor has executed an Amended and Restated Intellectual Property Security Agreement, dated as of April 30, 2013 (as the same may from time to time be amended, restated or otherwise modified, the "Agreement") in favor of PNC BANK, NATIONAL ASSOCIATION, as Agent for Lenders, as defined in the Agreement ("Agent"), pursuant to which Pledgor has granted to Agent, for the benefit of Lenders, a security interest in the Collateral as security for the Debt, as defined in the Agreement;

WHEREAS, the Agreement provides that the security interest in and of the Collateral is effective as of the date of the Agreement;

WHEREAS, the Agreement provides that this Assignment shall become effective upon the occurrence and during the continuance of an Event of Default, as defined in the Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Pledgor, its successors and assigns, subject to the limitations stated in the paragraph immediately following, does hereby transfer, assign and set over unto Agent, its successors, transferees and assigns, all worldwide right, title and interest in and to (i) its existing and future Collateral (as defined in the Agreement), including, but not limited to, the Collateral listed on Schedules A, B, and C of the Agreement (which such schedules shall also be deemed schedules hereto); (ii) all registrations, and applications for registration, of the Patents and Trademarks worldwide, including but not limited to the registrations and applications identified on Schedules A and B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Collateral worldwide; (iv) all rights of action arising in connection with the Collateral worldwide, including all claims for damages by reason of past, present and future infringement of the Patents and Trademarks and the right to sue and collect damages for such infringement, to be held and enjoyed by Agent for its own use and benefit and for its successors and assigns as the same would have been held by Pledgor had this assignment not been made; and (v) the goodwill of the business symbolized by the Trademarks.

This Assignment shall be effective only upon the certification of an authorized officer of Agent, as provided above, that (a) an Event of Default, as defined in the Agreement, has occurred and is continuing, and (b) Agent has elected to take actual title to the Collateral.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by its duly authorized officer on APRIL 30, 2013.

SEWICKLEY CAPITAL, INC.

By: 
Name: CHRIS KENER
Title: PRESIDENT

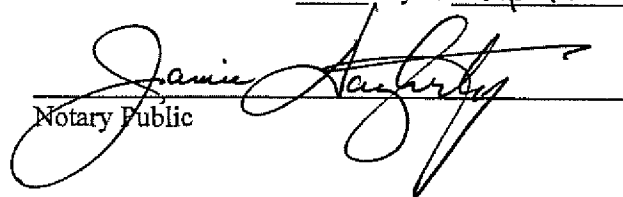
*Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(Sewickley Capital, Inc.)*

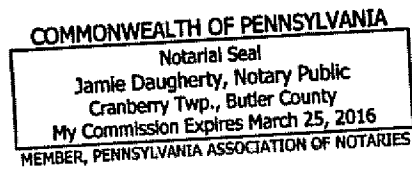
TRADEMARK
REEL: 005040 FRAME: 0570

STATE OF Pennsylvania)
)SS:
COUNTY OF Butler)

BEFORE ME, the undersigned authority, on this day personally appeared Christopher S. Keller, President, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said SEWICKLEY CAPITAL, INC., a Delaware corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 29th day of April, 2013.


Notary Public



*Notary Signature Page to
Assignment to Amended and Restated Intellectual Property Security Agreement
(Sewickley Capital, Inc.)*


TRADEMARK
REEL: 005040 FRAME: 0571

EXHIBIT A

FORM OF ASSIGNMENT

THIS DOCUMENT SHALL BE HELD BY AGENT IN ESCROW PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF THE AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT, DATED AS OF _____, 2013 (AS THE SAME MAY FROM TIME TO TIME BE AMENDED, RESTATED OR OTHERWISE MODIFIED, THE "AGREEMENT"), EXECUTED BY SEWICKLEY CAPITAL, INC., A DELAWARE CORPORATION ("PLEDGOR"), IN FAVOR OF PNC BANK, NATIONAL ASSOCIATION, AS AGENT FOR THE LENDERS, AS DEFINED IN THE AGREEMENT (TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, "AGENT"). BY SIGNING IN THE SPACE PROVIDED BELOW, THE UNDERSIGNED OFFICER OF AGENT CERTIFIES THAT AN EVENT OF DEFAULT (AS DEFINED IN THE AGREEMENT) HAS OCCURRED AND IS CONTINUING AND THAT AGENT HAS ELECTED TO TAKE POSSESSION OF THE COLLATERAL (AS DEFINED BELOW) ON BEHALF OF AND FOR THE BENEFIT OF LENDERS AND TO RECORD THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE. UPON RECORDING OF THIS DOCUMENT WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE, THIS LEGEND SHALL CEASE TO HAVE ANY FORCE OR EFFECT.

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: David B. Thayer
Title: Vice President
Date: _____

Signature Page to

*Form of Assignment to Amended and Restated Intellectual Property Security Agreement
(Sewickley Capital, Inc.)*