



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PRINT, INC.

Plaintiff(s)

-VS-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

NO. *06-273-CD*  
IN CIVIL ACTION

PRAECIPE TO TRANSFER  
JUDGMENT FROM  
COUNTY TO COUNTY

CODE-  
FILED ON BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*James R. Apple, Esq.*

PA I.D. No. 37942

*Charles F. Bennett, Esq.*

PA I.D. No. 30541

*Joel E. Hausman, Esq.*

PA I.D. No. 42096

**APPLE AND APPLE, P.C.**

Firm No. 719

4650 Baum Boulevard

Pittsburgh, PA 15213

Telephone: 412-682-1466

Fax: 412-682-3138

**FILED**  
*mjl 11730*  
**FEB 21 2006**

*Atty pd. 2000*

*1CC Notice to Def.*

William A. Shaw  
Prothonotary/Clerk of Courts

*Statement to Atty*

*(610)*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PRINT, INC.

Plaintiff(s)

NO.  
IN CIVIL ACTION

-vs-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

**PRAECIPE TO TRANSFER JUDGMENT**  
**FROM COUNTY TO COUNTY**

TO THE PROTHONOTARY:

Please transfer the within Judgment entered in the The Court of Common Pleas of Bedford County, Pennsylvania, known as No. 2005-627, and index it against Defendants above named, in the amount of \$47,127.03, with appropriate interest.

Bedford County costs to follow Judgment.

APPLE AND APPLE, P.C.

Dated: 2/17/06

By:   
Attorneys for Plaintiff(s)

We certify that the correct address for the Plaintiff is: c/o Apple and Apple, P.C.,  
4650 Baum Boulevard, Pittsburgh, PA 15213.

And the correct address for the Defendant(s) is: 5202 Business 220, Bedford PA  
15522

Commonwealth of Pennsylvania }  
County of Bedford } ss:

I, Cathy Fetter Prothonotary of the Court of  
Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct  
copy of the whole record of the case therein stated wherein \_\_\_\_\_

Print Inc

Plaintiff, and The American Outfitters Inc Defendant, so

full and entire as the same remains of record before the said Court at No. 627 of 2005

A. D. 19 \_\_\_\_\_

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 7th  
day of February A. D. ~~19~~ 2006

Cathy Fetter

My Commission Expires  
Prothonotary  
First Monday in January 2008

I, Daniel Lee Howsare President Judge of the 57th Judicial District, composed of the  
Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace, do certify that Cathy Fetter

\_\_\_\_\_ by whom the annexed record, certificate and attestation were made and given, and who, in his own  
proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said County, was at  
the time of so doing and now is Prothonotary in and for said County of Bedford, in the Commonwealth of Pennsylvania, duly  
commissioned and qualified; to all of whose acts, as such, full faith and credit are and ought to be given, as well in Courts of  
Judicature as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper  
officers.

[Signature]  
President Judge.

Commonwealth of Pennsylvania }  
County of Bedford. } ss:

I, Cathy Fetter Prothonotary of the Court of Common Pleas in and for

the said County, do certify that the Honorable Daniel Lee Howsare, PJ  
by whom the foregoing attestation was made, and who has thereunto subscribed his name, was at the time of making thereof and  
still is President Judge of the Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace in and for  
said County, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well  
in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said

Court this 8th day of February

A. D. ~~19~~ 2006

Cathy Fetter

Prothonotary  
My Commission Expires  
First Monday in January 2008

**COPY OF JUDGMENT INDEX DOCKET ENTRIES**

Defendant The American Outfitter Inc

Plaintiff Print Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Amount \$47,127.03

**COPY OF ADSECTUM INDEX DOCKET ENTRIES**

Plaintiff Print Inc

Defendant The American Outfitters Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Nature of Claim Complaint

Amount \$47,127.03

Commonwealth of Pennsylvania }  
County of Bedford } ss:

I, Cathy Fetter Prothonotary of the Court of  
Common Pleas in and for said County, do hereby certify that the foregoing is a full, true and correct  
copy of the whole record of the case therein stated wherein \_\_\_\_\_

Print Inc

Plaintiff, and The American Outfitters Inc Defendant, so

full and entire as the same remains of record before the said Court at No. 627 of 2005

A. D. 19 \_\_\_\_\_

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 7th

day of February A. D. ~~19~~ 2006

*Cathy Fetter*

My Commission Expires  
First Monday in January 2008

I, Daniel Lee Howsare President Judge of the 57th Judicial District, composed of the  
Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace, do certify that Cathy Fetter

\_\_\_\_\_ by whom the annexed record, certificate and attestation were made and given, and who, in his own  
proper handwriting, thereunto subscribed his name and affixed the seal of the Court of Common Pleas of said County, was at  
the time of so doing and now is Prothonotary in and for said County of Bedford, in the Commonwealth of Pennsylvania, duly  
commissioned and qualified; to all of whose acts, as such, full faith and credit are and ought to be given, as well in Courts of  
Judicature as elsewhere, and that the said record, certificate and attestation are in due form of law and made by the proper  
officers.

*[Signature]*  
\_\_\_\_\_  
President Judge.

Commonwealth of Pennsylvania }  
County of Bedford } ss:

I, Cathy Fetter Prothonotary of the Court of Common Pleas in and for

the said County, do certify that the Honorable Daniel Lee Howsare, PJ  
by whom the foregoing attestation was made, and who has thereunto subscribed his name, was at the time of making thereof and  
still is President Judge of the Court of Common Pleas, Orphans' Court and Court of Quarter Sessions of the Peace in and for  
said County, duly commissioned and qualified; to all whose acts, as such, full faith and credit are and ought to be given, as well  
in Courts of Judicature as elsewhere.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said

Court this 8th day of February

A. D. ~~19~~ 2006

*Cathy Fetter*

Prothonotary  
My Commission Expires  
First Monday in January 2008

No. 627-2005, \_\_\_\_\_ 19 \_\_\_\_\_

\_\_\_\_\_  
Print Inc  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ versus: \_\_\_\_\_

\_\_\_\_\_  
The American Outfitter Inc  
\_\_\_\_\_

# Exemplified Record

FROM BEDFORD COUNTY

Debt and Com. . . . \$ 47,127.03

Int. from \_\_\_\_\_

Costs \_\_\_\_\_ \$ 120.50

Pro \_\_\_\_\_ \$ 15.00  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Entered and filed \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_  
Prothonotary.  
\_\_\_\_\_

AMONG THE RECORDS AND PROCEEDINGS enrolled in the Court of Common Pleas in and for the County of  
Bedford in the Commonwealth of Pennsylvania, to No. 627-2005 , \_\_\_\_\_

19 \_\_\_\_\_ , is contained the following:

**COPY OF CONTINUANCE DOCKET ENTRY**



**COPY OF JUDGMENT INDEX DOCKET ENTRIES**

Defendant The American Outfitter Inc

Plaintiff Print Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Amount \$47,127.03

**COPY OF ADSECTUM INDEX DOCKET ENTRIES**

Plaintiff Print Inc

Defendant The American Outfitters Inc

No. 627 Year 2005

Date of Judgment 1-14-2005

Nature of Claim Complaint

Amount \$47,127.03

Cover Sheet

Case No 2005-00627

Plaintiff:  
PRINT INC

\*\* (VS) \*\*

Defendant:  
THE AMERICAN OUTFITTERS INC

Case No 2005-00627  
PRINT INC (VS) THE AMERICAN OUTFITTERS INC


Date  
Filed

FIRST ENTRY

- 1 7/13/05 COMPLAINT IN CIVIL ACTION FILED WITH NOTICE BY JAMES R. APPLE, ESQ.  
ATTY FOR PLFF SAME DAY, COPIES MARKED FILED AND FORWARDED TO  
SHERIFFS OFFICE FOR SERVICE
- 2 8/01/05 SHERIFF'S RETURN: REGULAR  
A COMPLAINT WAS SERVED UPON AMERICAN OUTFITTERS ON JULY 28, 2005 AT  
9:55 AM BY HANDING TO DAVID TURKOVICH OWNER BY THE SHERIFF'S  
DEPARTMENT
- 3 11/14/05 PRAECIPE FOR DEFAULT JUDGMENT \$47,127.03  
JUDGMENT IS ENTERED AGAINST THE DEFENDANT(S) IN DEFAULT OF AN  
ANSWER IN THE AMOUNT OF \$47,127.03 PLUS COSTS. PER PRAECIPE FOR  
DEFAULT JUDGMENT FILED BY JAMES R APPLE, ESQUIRE, ATTY. FOR PLFF
- 4 1/14/05 NOTICE OF ENTRY OF JUDGMENT MAILED TO DEFENDANTS LAST KNOWN  
MAILING ADDRESS BY REGULAR MAIL.

LAST ENTRY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

 COPY

PRINT, INC.

NO. 06-273-CD  
IN CIVIL ACTION

Plaintiff(s)

-vs-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

**NOTICE OF JUDGMENT OR ORDER**

TO: ( ) Plaintiff (X) Defendant ( ) Garnishee

You are hereby notified that the following Order or Judgment was entered against you on \_\_\_\_\_.

(X) Assumpsit Judgment in the amount of \$47,127.03, plus costs.

( ) Trespass Judgment in the amount of \$ \_\_\_\_\_.

( ) If not satisfied within sixty (60) days, your motor vehicle operator's license and/or registration will be suspended by the Dept. of Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(X) Entry of Judgment

( ) Court Order

( ) Non-Pros

( ) Confession

(X) Default

( ) Verdict


( ) Arbitration Award

( ) Other

American Outfitters  
5202 Business 220  
Bedford, PA 15522


PROTHONOTARY

By: \_\_\_\_\_



Prothonotary (or Deputy)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

 COPY

Print, Inc.  
Plaintiff(s)

No.: 2006-00273-CD

Real Debt: \$47,127.03

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

American Outfitters, Inc.  
Defendant(s)

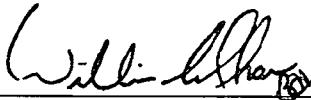
Entry: \$20.00

Instrument: Transfer Judgment

Date of Entry: February 21, 2006

Expires: February 21, 2011

Certified from the record this 21st day of February, 2006.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PRINT, INC.

Plaintiff(s)

-VS-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

NO. 06-273-CD  
IN CIVIL ACTION

PRAECIPE FOR WRIT  
OF EXECUTION

CODE-  
FILED OF BEHALF OF  
PLAINTIFF

COUNSEL OF RECORD  
FOR THIS PARTY:

*James R. Apple, Esq.*  
PA I.D. No. 37942  
*Charles F. Bennett, Esq.*  
PA I.D. No. 30541  
*Joel E. Hausman, Esq.*  
PA I.D. No. 42096  
**APPLE AND APPLE, P.C.**  
Firm No. 719  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
Telephone: 412-682-1466  
Fax: 412-682-3138

FILED  
m/11:17 AM  
FEB 21 2006

ICC Plew nts  
to Shff

Atty pd 20.00

William A. Shaw  
Prothonotary/Clerk of Courts

(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

PRINT, INC.

Plaintiff(s)

NO.  
IN CIVIL ACTION

-vs-

THE AMERICAN OUTFITTERS, INC.

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue the Writ of Execution in the above-captioned matter...

- (1) directed to the Sheriff of **Clearfield** County;
- (2) against Defendant(s) **American Outfitters**
- (3) against Garnishee(s) **Clearfield Bank & Trust**
- (4) Judgment: \$47,127.03

Interest from November 15, 2005 to February 15, 2006

On \$47,127.03

Amount of Interest \$697.22


Payments \$

**SUBTOTAL** \$47,824.25

**Costs (to be added by Prothonotary)** \$ 4000

APPLE AND APPLE, P.C.

Dated: 1/17/06

By: 

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

CCFV

Print, Inc.

Vs.

NO.: 2006-00273-CD

American Outfitters, Inc.

Clearfield Bank & Trust  
Garnishee

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due PRINT, INC., Plaintiff(s) from AMERICAN OUTFITTERS, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Clearfield Bank & Trust  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$47,127.03  
INTEREST from Nov. 15, 2005 to  
Feb. 15, 2006 on \$47,127.03:.....\$697.22  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/21/2006

PAID: \$40.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

Requesting Party: James R. Apple, Esq.  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
(412) 682-1466

\_\_\_\_\_  
Sheriff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20289  
NO: 06-273-CD

PLAINTIFF: PRINT, INC.

vs.

DEFENDANT: AMERICAN OUTFITTERS, INC.

Execution INTERROGATORIES TO GARINISHEE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 02/21/2006

LEVY TAKEN @

POSTED @

SALE HELD

SOLD TO AND AMOUNT

SOLD TOTAL AMOUNT PLUS COSTS

WRIT RETURNED 03/08/2006

**SERVICES**

03/01/2006 @ 9:13 AM SERVED CLEARFIELD BANK & TRUST COMPANY

SERVED CB&T COMPANY, GARNISHEE, BY HANDING TO DONNA WOODLING, ELECTRONIC BANKER AT CB&T COMPANY, AT HER PLACE OF EMPLOYMENT CB&T COMPANY 11 NORTH 2ND STREET, CLEARFIELD,

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM / HER THE CONTENTS THEREOF.

**FILED**

01:30 PM  
MAR 08 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20289  
NO: 06-273-CD

PLAINTIFF: PRINT, INC.

VS.

DEFENDANT: AMERICAN OUTFITTERS, INC.

Execution INTERROGATORIES TO GARINISHEE


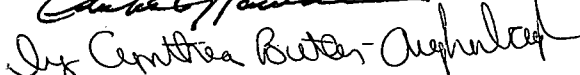
SHERIFF RETURN

---

SHERIFF HAWKINS \$20.39

SURCHARGE \$10.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

Print, Inc.

Vs.

NO.: 2006-00273-CD

American Outfitters, Inc.

Clearfield Bank & Trust  
Garnishee

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due PRINT, INC., Plaintiff(s) from AMERICAN OUTFITTERS, INC., Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:  
Clearfield Bank & Trust  
Garnishee(s) as follows:  
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;
- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL:.....\$47,127.03  
INTEREST from Nov. 15, 2005 to  
Feb. 15, 2006 on \$47,127.03:.....\$697.22  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 02/21/2006

PAID: \$40.00  
SHERIFF: \$

OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 21<sup>st</sup> day  
of February A.D. 2006  
At 3:15 A.M./P.M.

Christopher A. Hennessey  
Sheriff by Cynthia Butler-Capenlaugh

Requesting Party: James R. Apple, Esq.  
4650 Baum Boulevard  
Pittsburgh, PA 15213  
(412) 682-1466

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC.,	:	
	:	CIVIL DIVISION
Plaintiff,	:	
	:	NO. 06-273-CD
vs.	:	
	:	
THE AMERICAN OUTFITTERS,	:	TYPE OF DOCUMENT:
INC.,	:	
	:	ANSWER AND NEW MATTER OF
Defendant,	:	CLEARFIELD BANK & TRUST
	:	COMPANY, GARNISHEE
and	:	
	:	Filed on Behalf of Garnishee
CLEARFIELD BANK & TRUST	:	
COMPANY,	:	Counsel of Record for Garnishee
	:	
Garnishee.	:	Gilbert E. Caroff, Esquire
	:	PA I.D. #05916
	:	
	:	Suzann M. Lehmier, Esquire
	:	PA I.D. #78127
	:	
	:	Caroff, Raptosh & Lehmier
	:	227 Franklin Street, Suite 310
	:	Johnstown, PA 15901
	:	(814) 535-7817

FILED  
MAR 21 2006  
CBOT

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC.,

Plaintiff,

vs.

THE AMERICAN OUTFITTERS,  
INC.,

Defendant,

and

CLEARFIELD BANK & TRUST  
COMPANY,

Garnishee.

CIVIL DIVISION

NO. 06-273-CD

TYPE OF DOCUMENT:

ANSWER AND NEW MATTER OF  
CLEARFIELD BANK & TRUST  
COMPANY, GARNISHEE

Filed on Behalf of Garnishee

Counsel of Record for Garnishee

Gilbert E. Caroff, Esquire  
PA I.D. #05916

Suzann M. Lehmier, Esquire  
PA I.D. #78127

Caroff, Raptosh & Lehmier  
227 Franklin Street, Suite 310  
Johnstown, PA 15901  
(814) 535-7817

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC.,	:	
	:	CIVIL DIVISION
Plaintiff,	:	
	:	NO. 06-273-CD
vs.	:	
	:	
THE AMERICAN OUTFITTERS,	:	
INC.,	:	
	:	
Defendant,	:	
	:	
and	:	
	:	
CLEARFIELD BANK & TRUST	:	
COMPANY,	:	
	:	
Garnishee.	:	

ANSWER AND NEW MATTER OF  
CLEARFIELD BANK & TRUST COMPANY, GARNISHEE

AND, NOW, comes Clearfield Bank & Trust Company ("Bank"), garnishee in the above-captioned action, and, pursuant to Pa.R.C.P. No. 3145, submits the following:

1. No.
2. N/A
3. Yes.
4. The American Outfitters, Inc.  
Account No. 11007206  
Balance as of 3/1/06 = \$82,689.40  
  
The American Outfitters, Inc.  
Account No. 11007192  
Balance as of 3/1/06 = \$7,000.63
5. No.
6. N/A
7. No.
8. N/A
9. No.
10. N/A
11. No.

NEW MATTER

12. Bank, garnishee above named, has in its possession or control no indebtedness due to or other property of the debtor, The American Outfitters, Inc., defendant above named, except such as has been admitted by the foregoing Answer.

13. Bank, as garnishee, claims the sum of \$50.00, as a search fee, its standard charge for retrieving the information needed to respond to the Interrogatories in Attachment.

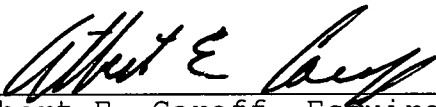
14. Bank, as garnishee, has incurred attorney's fees at the rate of \$150.00 per hour, and will continue to incur such fees, in responding to the above-captioned action.

15. By way of further response, Bank has a security interest in Defendant's deposit accounts, as set forth in a Security Agreement dated June 24, 2005 and related UCC-1 financing statement, both of which are attached hereto as Exhibit A and incorporated herein by reference.

16. By way of further response, Bank claims a banker's lien in the Defendant's deposit accounts.

17. Bank further exercises its right of set-off in Defendants' deposit accounts.

WHEREFORE, Bank, garnishee above named, demands an award of a search fee and reasonable counsel fees, as authorized by 42 Pa.C.S.A. Section 2503(3), to be taxed against Print, Inc., plaintiff above named, and The American Outfitters, Inc., defendant above named, and to be set-off against the judgment in garnishment in conformity with Pa.R.C.P. No. 3148(d). Bank further requests that the Interrogatories in Attachment be dismissed and that judgment be entered in its favor and against Defendant only.

  
Gilbert E. Caroff, Esquire (#05916)  
Suzann M. Lehmier, Esquire (#78127)  
Caroff, Raptosh & Lehmier  
227 Franklin Street, Suite 310  
Johnstown, PA 15901  
(814) 535-7817

**SECURITY AGREEMENT**

THIS SECURITY AGREEMENT ("Security Agreement") is made this 24<sup>th</sup> day of June, 2005, between:

THE AMERICAN OUTFITTERS, INC. ("Debtor"), a business corporation formed pursuant to the laws of the Commonwealth of Pennsylvania, with offices at 5202 Business Route 220, Bedford, Pennsylvania 15522,

**AND**

CLEARFIELD BANK AND TRUST COMPANY ("Secured Party"), a banking association organized and existing under the laws of the Commonwealth of Pennsylvania.

This Security Agreement is entered into with respect to those three certain loans (the "Loans") to be made by Secured Party to Robert W. Turkovich, Sr. and Phyllis Turkovich, husband and wife, Robert W. Turkovich, Jr., David W. Turkovich and Erik M. Turkovich (collectively, "Borrower") pursuant to a First Amended and Restated Term Loan Agreement and those two (2) certain Term Loan Agreements (the "Loan Agreements") and that certain Guaranty (the "Guaranty") entered into between Debtor and Secured Party, all dated the same date as this Security Agreement.

Secured Party and Debtor agree as follows:

1. **Definitions.**

1.1 "Collateral." The Collateral shall consist of all of



the personal property of Debtor, wherever located, and now owned or hereafter acquired, including:

- (i) Goods (Inventory and Equipment);
- (ii) Accounts;
- (iii) Instruments, including Promissory Notes;
- (iv) Deposit Accounts;
- (v) General Intangibles;
- (vi) Fixtures;
- (vii) to the extent not listed above as original collateral, proceeds and products of the foregoing;.

1.2 "Obligations." This Security Agreement secures the following:

- (i) Debtor's obligations under the Guaranty and this Security Agreement;
- (ii) all of the Debtor's other present and future obligations to Secured Party;
- (iii) the repayment of (a) any amounts that Secured Party may advance or spend for the maintenance or preservation of the Collateral and (b) any other expenditures that Secured Party may make under the provisions of this Security Agreement or for the benefit of Debtor;
- (iv) all amounts owed under any modifications, renewals, or extensions of any of the foregoing obligations;

(v) all other amounts now or in the future owed by Debtor to Security Party; and

(vi) any of the foregoing that arises after the filing of a petition by or against the Debtor under the Bankruptcy Code, even if the obligations do not accrue because of the automatic stay under Bankruptcy Code Section 362 otherwise.

2. **Grant of Security Interest.** Debtor grants a security interest in the Collateral to Secured Party to secure the payment or performance of the Obligations.

3. **Perfection of Security Interests.**

3.1 *Filing of financing statement.*

(i) Debtor authorizes Secured Party to file a financing statement (the "Financing Statement") describing the Collateral.

(ii) Secured Party shall receive prior to the Closing an official report from the Secretary of State of each Collateral State, Chief Executive Office State, and the Debtor State (each as defined below) (the "SOS Reports") indicating that Secured Party's security interest is prior to all other security interests or other interests reflected in the report.

3.2 *Possession.*

(i) Debtor shall have possession of the Collateral, except where expressly otherwise provided in this Security Agreement or where Secured Party chooses to perfect its security

interest by possession in addition to the filing of a financing statement.

(ii) Where Collateral is in the possession of a third party, Debtor will join with Secured Party in notifying the third party of Secured Party's security interest and obtaining an acknowledgment from the third party that it is holding the Collateral for the benefit of Secured Party.

3.3 *Control*. Debtor will cooperate with Secured Party in obtaining control with respect to Collateral consisting of:

- (i) Deposit Accounts; and
- (ii) Instruments.

4. **Post-Closing and Rights Concerning the Collateral.**

4.1 *Inspection*. The parties to this Security Agreement may inspect any Collateral in the other party's possession, at any time upon reasonable notice.

4.2 *Personal Property*. The Collateral shall remain personal property at all times. Debtor shall not affix any of the Collateral to any real property in any manner which would change its nature from that of personal property to real property or to a fixture.

4.3 *Secured Party's Collection Rights*. Secured Party shall have the right at any time to enforce Debtor's rights against the account debtors and obligors.

4.4 *Limitations on Obligations Concerning Maintenance of*

*Collateral.*

(i) Risk of Loss. Debtor has the risk of loss of the Collateral.

(ii) No Collection Obligation. Secured Party has no duty to collect any income accruing on the Collateral or to preserve any rights relating to the Collateral.

4.5 *No Disposition of Collateral.* Secured Party does not authorize and Debtor agrees not to:

(i) make any sales or leases of any of the Collateral, except for finished goods;

(ii) license any of the Collateral; and

(iii) grant any other security interest in any of the Collateral.

**5. Debtor's Representations and Warranties.**

Debtor warrants and represents that:

5.1 *Title to and transfer of Collateral.* It has rights in or the power to transfer the Collateral and its title to the Collateral is free of all adverse claims, liens, security interests, and restrictions on transfer or pledge except as created by this Security Agreement or referred to herein.

5.2 *Location of Collateral.* All Collateral consisting of goods is located solely in the Collateral State identified in Exhibit A.

5.3 *Location, State of Incorporation and, Name of Debtor.*

**Debtor's:**

(i) chief executive office is located in the Chief Executive Office State identified in Exhibit A;

(ii) state of incorporation is the Debtor State identified in Exhibit A; and

(iii) exact legal name is as set forth in the first paragraph of this Security Agreement.

**6. Debtor's Covenants.**

Until the Obligations are paid in full, Debtor agrees that it will:

6.1 preserve its corporate existence and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;

6.2 not change the state where it is located; and

6.3 not change its corporate name without providing Secured Party with 30 days' prior written notice.

**7. Events of Default.**

The occurrence of any of the following shall, at the option of Secured Party, be an Event of Default:

7.1 An Event of Default occurs under the Loan Agreement or Borrower defaults in any of the other Obligations;

7.2 Debtor's failure to comply with any of the provisions of, or the incorrectness of any representation or warranty

contained in, this Security Agreement or in any of the other Obligations;

7.3 Transfer or disposition of any of the Collateral, except as expressly permitted by this Security Agreement;

7.4 Debtor voluntarily or involuntarily becoming subject to any proceeding under (a) the Bankruptcy Code or (b) any similar remedy under state statutory or common law;

7.5 Debtor shall fail to comply with, or become subject to any administrative or judicial proceeding under any federal, state, or local (a) hazardous waste or environmental law, (b) asset forfeiture or similar law which can result in the forfeiture of property, or (c) other law, where noncompliance may have any significant effect on the Collateral; or

7.6 Secured Party shall receive at any time following the Closing an SOS Report indicating that Secured Party's interest is not prior to all other security interests or other interests reflected in the report.

#### **8. Default Costs.**

8.1 Should an Event of Default occur, Debtor will pay to Secured Party all costs reasonably incurred by the Secured Party for the purpose of enforcing its rights hereunder, including:

- (i) costs of foreclosure;
- (ii) costs of obtaining money damages; and
- (iii) a reasonable fee for the services of

attorneys employed by Secured Party for any purpose related to this Security Agreement or the Obligations, including consultation, drafting documents, sending notices, or instituting, prosecuting, or defending litigation or arbitration.

**9. Remedies Upon Default.**

9.1 General. Upon any Event of Default, Secured Party may pursue any remedy available at law (including those available under the provisions of the UCC), or in equity to collect, enforce, or satisfy any Obligations then owing, whether by acceleration or otherwise.

9.2 Remedies. Upon any Event of Default, Secured Party shall have the right to pursue any of the following remedies separately, successively, or simultaneously:

(i) File suit and obtain judgment and, in conjunction with any action, Secured Party may seek any ancillary remedies provided by law, including levy of attachment and garnishment.

(ii) Take possession of any Collateral if not already in its possession without demand and without legal process. Upon Secured Party's demand, Debtor will assemble and make the Collateral available to Secured Party as they direct. Debtor grants to Secured Party the right, for this purpose, to enter into or on any premises where Collateral may be located.

(iii) Without taking possession, sell, lease, or

otherwise dispose of the Collateral at public or private sale in accordance with the UCC.

**10. Foreclosure Procedures.**

10.1 *No Waiver.* No delay or omission by Secured Party to exercise any right or remedy accruing upon any Event of Default shall: (a) impair any right or remedy, (b) waive any default or operate as an acquiescence to the Event of Default, or (c) affect any subsequent default of the same or of a different nature.

10.2 *Notices.* Secured Party shall give Debtor such notice of any private or public sale as may be required by the UCC.

10.3 *Condition of Collateral.* Secured Party has no obligations to clean-up or otherwise prepare the Collateral for sale.

10.4 *No Obligation to Pursue Others.* Secured Party has no obligation to attempt to satisfy the Obligations by collecting them from any other person liable for them and Secured Party may release, modify, or waive any collateral provided by any other person to secure any of the Obligations, all without affecting Secured Party's rights against Debtor. Debtor waives any right it may have to require Secured Party to pursue any third person for any of the Obligations.

10.5 *Compliance With Other Laws.* Secured Party may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will



not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

10.6 *Warranties.* Secured Party may sell the Collateral without giving any warranties as to the Collateral. Secured Party may specifically disclaim any warranties of title or the like. This procedure will not be considered adversely to affect the commercial reasonableness of any sale of the Collateral.

10.7 *Sales on Credit.* If Secured Party sells any of the Collateral upon credit, Debtor will be credited only with payments actually made by the purchaser, received by Secured Party and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, Secured Party may resell the Collateral and Debtor shall be credited with the proceeds of the sale.

10.8 *Purchases by Secured Party.* In the event Secured Party purchases any of the Collateral being sold, Secured Party may pay for the Collateral by crediting some or all of the Obligations of the Debtor.

10.9 *No Marshaling.* Secured Party has no obligation to marshal any assets in favor of Debtor, or against or in payment of:

- (i) the Loan;
- (ii) any of the other Obligations; or
- (iii) any other obligation owed to Secured Party by Debtor or any other person.

11. **Miscellaneous.**

11.1 *Assignment.*

(i) *Binds Assignee.* This Security Agreement shall bind and shall inure to the benefit of the heirs, legatees, executors, administrators, successors and assigns of Secured Party and shall bind all persons who become bound as a debtor to this Security Agreement.

(ii) *No Assignment by Debtor.* Secured Party does not consent to any assignment by Debtor except as expressly provided in this Security Agreement.

(iii) *Secured Party Assignments.* Secured Party may assign its rights and interests under this Security Agreement. If an assignment is made, Debtor shall render performance under this Security Agreement to the Assignee. Debtor waives and will not assert against any assignee any claims, defenses, or set-offs that Debtor could assert against Secured Party except defenses which cannot be waived.

11.2 *Severability.* Should any provision of this Security Agreement be found to be void, invalid, or unenforceable by a court or panel of arbitrators of competent jurisdiction, that finding shall only affect the provisions found to be void, invalid, or unenforceable and shall not affect the remaining provisions of this Security Agreement.

11.3 *Notices.* Any notices required by this Security

Agreement shall be deemed to be delivered when a record has been (a) deposited in any United States postal box if postage in prepaid, and the notice properly addressed to the intended recipient, (b) received by telecopy, (c) received through the internet, and (d) when personally delivered.

11.4 *Headings.* Section headings used in this Security Agreement are for convenience only. They are not a part of this Security Agreement and shall not be used in construing it.

11.5 *Governing Law.* This Security Agreement is being executed and delivered and is intended to be performed in the State of Pennsylvania and shall be construed and enforced in accordance with the laws of the State of Pennsylvania, except to the extent that the UCC provides for the law of the Debtor State.

11.6 *Rules of Construction.*

(i) No reference to "proceeds" in this Security Agreement authorizes any sale, transfer, or other disposition of the Collateral to Debtor.

(ii) "Includes" and "including" are not limiting.

(iii) "Or" is not exclusive.

(iv) "All" includes "any" and "any" includes "all."

(v) Terms not otherwise defined herein but defined in the Loan Agreement shall have the meanings set forth in the Loan Agreement.

11.7 *Integration and Modifications.*

(i) This Security Agreement is the entire agreement of the Debtor and Secured Party concerning its subject matter.

(ii) Any modification to this Security Agreement must be made in writing and signed by the party adversely affected.

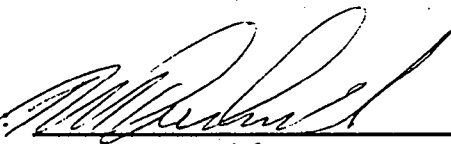
11.8 Waiver. Any party to this Security Agreement may waive the enforcement of any provision to the extent the provision is for its benefit.

11.9 Further Assurances. Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the security interest granted herein, to maintain the first priority of the security interests, or to effectuate the rights granted to Secured Party herein.

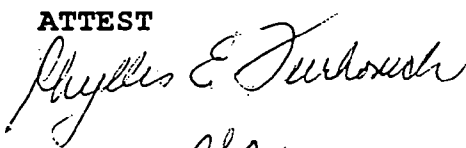
The parties have signed this Security Agreement as of the day and year first above written at Johnstown, Pennsylvania.

DEBTOR:

THE AMERICAN OUTFITTERS, INC.

By:   
President

ATTEST

  
Title sec.

SECURED PARTY

CLEARFILED BANK AND TRUST COMPANY

By:   
VICE President

**EXHIBIT A**

Collateral State: Pennsylvania

Chief Executive Office State: Pennsylvania

Debtor State: Pennsylvania

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)	
B. SEND ACKNOWLEDGMENT TO: (Name and Address)	
Gilbert E. Caroff, Esquire 227 Franklin Street, Suite 310 Johnstown, PA 15901	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

## 1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME		1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
The American Outfitters, Inc.						
1c. MAILING ADDRESS				CITY	STATE	POSTAL CODE COUNTRY
5202 Business Route 220 South				Bedford	PA	15522 US
1d. SEE INSTRUCTIONS	ADD IN FOR ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION		1g. ORGANIZATIONAL ID #, if any	
					NONE	

## 2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME		2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS				CITY	STATE	POSTAL CODE COUNTRY
2d. SEE INSTRUCTIONS	ADD IN FOR ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION		2g. ORGANIZATIONAL ID #, if any	
					NONE	

## 3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE if ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME		3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
Clearfield Bank & Trust Company						
3c. MAILING ADDRESS				CITY	STATE	POSTAL CODE COUNTRY
11 North Second Street, P. O. Box 171				Clearfield	PA	16830 US

## 4. This FINANCING STATEMENT covers the following collateral:

See Exhibit A attached hereto (1 sheet)

5. ALTERNATIVE DESIGNATION (if applicable):	LESSEE/LESSOR	CONSIGNEE/CONSIGNOR	BAILEE/BAILOR	SELLER/BUYER	AG. LIEN	NON-UCC FILING
6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS of the following jurisdiction (if applicable):	7. Check to REQUEST SEARCH REPORT (S) on Debtor(s) (if applicable):		All Debtors Debtor 1 Debtor 2			
8. OPTIONAL FILER REFERENCE DATA						

## EXHIBIT A

Debtor has granted to Secured Party a security interest in Debtor's property described as follows:

All of the Debtor's present and future:

- (i) Accounts, Fixtures, General Intangibles and Goods; and
- (ii) the Deposit Accounts.

As used herein the terms Accounts, Fixtures, General Intangibles, Goods and Deposit Accounts shall have the meanings set forth below:

"Accounts" shall mean accounts (as the term "accounts" is defined and/or used in Division 9 of the UCC), including without being limited to credit card receivables.

"Deposit Accounts" shall mean deposit accounts as the term "deposit accounts" is defined in Division 9 of the UCC.

"Fixtures" shall mean fixtures as the term "fixtures" is defined and/or used in Division 9 of the UCC.

"General Intangibles" shall mean general intangibles, as the term "general intangibles" is defined and/or used in Division 9 of the UCC.


"Goods" shall mean goods, including but not limited to inventory and equipment, as the terms "goods" is defined and/or used in Division 9 of the UCC.

and in the proceeds and products of any and all of the foregoing.

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF CLEARFIELD :

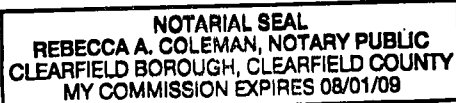
Before me, the undersigned officer, there appeared Louis Cynkar, who being duly sworn according to law, deposes and says that he is a Vice President of Clearfield Bank & Trust Company, a Pennsylvania banking corporation, garnishee herein; that he is authorized to make this Affidavit, that he is familiar with the facts averred in the foregoing Answer and New Matter and that they are true and correct to the best of his knowledge, information and belief.



Louis Cynkar  
Title: Vice-President

Sworn to and subscribed  
before me this 21<sup>st</sup> day  
of March, 2006.

  
Notary Public





IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PRINT, INC.,	:	
	:	CIVIL DIVISION
Plaintiff,	:	
	:	NO. 06-273-CD
vs.	:	
	:	
THE AMERICAN OUTFITTERS,	:	
INC.,	:	
	:	
Defendant,	:	
	:	
and	:	
	:	
CLEARFIELD BANK & TRUST	:	
COMPANY,	:	
	:	
Garnishee.	:	

CERTIFICATE OF SERVICE

A copy of the foregoing was served upon each of the persons named below as follows:

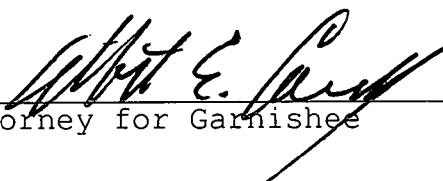
(a) by first class mail in conformity with Pa.R.C.P. No. 440 addressed to the following:

James R. Apple, Esquire  
Apple and Apple, P.C.  
4650 Baum Blvd.  
Pittsburgh, Pennsylvania 15213  
Attorney for Plaintiff

(b) by certified mail in conformity with Pa.R.C.P. No. 3140 addressed to the following:

The American Outfitters, Inc.  
5202 Business Route 220  
Bedford, PA 15522  
Defendant

Dated: March 21, 2006

  
\_\_\_\_\_  
Attorney for Garnishee