

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amendment and Assignment of Security Interest with respect to Agreement recorded 12/16/1999 at Reel 2006, Frame 0642.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Coffin Turbo Pump, Inc.		10/19/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Special Situations Opportunity Fund I, LLC
Street Address:	2850 West Golf Road - Fifth Floor
Internal Address:	c/o First Source Financial, Inc.
City:	Rolling Meadows
State/Country:	ILLINOIS
Postal Code:	60008
Entity Type:	limited liability company: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1844125	COFFIN
Registration Number:	1844123	COFFIN INDUSTRIAL MARINE TURBO PUMPS
Registration Number:	1438965	CARTER
Registration Number:	716445	HUMDINGER
Registration Number:	755967	SCAVENGER

CORRESPONDENCE DATA

Fax Number: (312)577-4752
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: penelope.johnson@kattenlaw.com
 Correspondent Name: Penelope S. Johnson
 Address Line 1: 525 W. Monroe Street
 Address Line 2: c/o Katten Muchin Rosenman LLP
 Address Line 4: Chicago, ILLINOIS 60661

CH \$140.00 1844125

NAME OF SUBMITTER:	Penelope S. Johnson
Signature:	/Penelope S. Johnson/
Date:	05/06/2005
Total Attachments: 7 source=e5t56100#page1.tif source=e5t56100#page2.tif source=e5t56100#page3.tif source=e5t56100#page4.tif source=e5t56100#page5.tif source=e5t56100#page6.tif source=e5t56100#page7.tif	

AMENDMENT AND ASSIGNMENT OF COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT AND GRANT OF SECURITY INTEREST

This Amendment and Assignment of Collateral Patent, Trademark, Copyright and License Assignment and Grant of Security Interest dated as of October 19, 2004 (this "Amendment"), is made by and among First Source Financial LLP, an Illinois registered limited liability partnership ("FSFP"), First Source Loan Obligations Trust, a statutory trust ("FSLOT"), Special Situations Opportunity Fund I, LLC, a Delaware limited liability company ("SSOFI"), and Coffin Turbo Pump, Inc., a Delaware corporation ("Grantor").

RECITALS

WHEREAS, Grantor and SSOFI (as successor Lender, directly and indirectly, to FSLOT and FSFP under the Credit Agreement referred to below), are parties to that certain Collateral Patent, Trademark, Copyright and License Assignment and Grant of Security Interest dated as of December 9, 1999 (as the same may be amended, restated or modified from time to time, the "IP Agreement"), which IP Agreement was filed of record with the United States Patent and Trademark Office at Reel 2006, Frame 0642 on December 16, 1999;

WHEREAS, pursuant to the IP Agreement, Grantor granted to FSFP and its successors and assigns (including FSLOT and SSOFI) a continuing security interest in, among other things, all of Grantor's right, title and interest in and to the Marks (as defined in the IP Agreement), including those trademarks referred to in Attachment 1 hereto;

WHEREAS, pursuant to an Assignment and Acceptance between FSFP and FSLOT (the "FSFP Assignment"), FSFP assigned to FSLOT all of its interests and obligations as a Lender under the Credit Agreement (as defined in the IP Agreement);

WHEREAS, pursuant to an Assignment and Acceptance between FSLOT and SSOFI (the "FSLOT Assignment"; the FSFP Assignment and FSLOT Assignment are sometimes referred to herein collectively as the "Assignments"), FSLOT assigned to SSOFI all of its interests and obligations as a Lender under the Credit Agreement;

WHEREAS, SSOFI has agreed to accept the assignment of all of the interests of FSLOT as a Lender under the Credit Agreement from FSLOT pursuant to the terms of the FSLOT Assignment;

WHEREAS, the parties hereto desire to execute this Amendment for the purposes of (i) amending the IP Agreement in certain respects to reflect the transfer of interests and obligations under the Assignments and (ii) evidencing in any filing office where the IP Agreement was filed the assignment of interests under the IP Agreement to SSOFI in connection with the execution of the Assignments.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, FSFP, FSLOT and SSOFI hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the IP Agreement.

2. Amendment of IP Agreement. The IP Agreement shall be amended such that SSOFI, as the assignee of FSLOT, shall replace FSLOT as “Assignee” under the IP Agreement. All references to “Assignee” in the IP Agreement shall hereinafter refer to Special Situations Opportunity Fund I, LLC, a Delaware limited liability company.

3. Assignment. In connection with the assignment of all rights, remedies, duties and obligations as a “Lender” under the Credit Agreement from FSFP to FSLOT and from FSLOT to SSOFI, FSFP and FSLOT do hereby assign and transfer all of their interests in, to and under the IP Agreement, and all obligations of FSFP and/or FSLOT thereunder, to SSOFI. SSOFI hereby accepts such assignment and assumes all obligations of FSFP and FSLOT under the IP Agreement. The execution and delivery of this Amendment shall not in any way affect or modify the liability of Grantor under the IP Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment, all of the obligations of Grantor under the IP Agreement shall be and remain enforceable by SSOFI, or by its successors and assigns, against Grantor.

4. Severability. Whenever possible, each provision of this Amendment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Amendment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Amendment. In addition, in the event any provision of or obligation under this Amendment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

5. Section Titles. Section and Subsection titles in this Amendment are included for convenience of reference only, do not constitute a part of this Amendment for any other purpose, and have no substantive effect.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. APPLICABLE LAW. THIS AMENDMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

8. Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be

deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

FIRST SOURCE FINANCIAL LLP

By: Mark Mikuta
Name: MARK MIKUTA
Title: VICE PRESIDENT

FIRST SOURCE LOAN OBLIGATIONS TRUST

By: First Source Financial, Inc.,
its Collateral Manager

By: _____
Name: _____
Title: _____

SPECIAL SITUATIONS OPPORTUNITY FUND I, LLC

By: First Source Financial, Inc.,
its authorized agent

By: _____
Name: _____
Title: _____

COFFIN TURBO PUMP, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

FIRST SOURCE FINANCIAL LLP

By: _____
Name: _____
Title: _____

FIRST SOURCE LOAN OBLIGATIONS TRUST

By: First Source Financial, Inc.,
its Collateral Manager

By: Terrence L McKenna Jr
Name: Terrence L McKenna Jr
Title: Asst Vice President

SPECIAL SITUATIONS OPPORTUNITY FUND I, LLC

By: First Source Financial, Inc.,
its authorized agent

By: Terrence L McKenna Jr
Name: Terrence L. McKenna Jr
Title: Asst Vice President

COFFIN TURBO PUMP, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed by its duly qualified officer on the date first written above.

FIRST SOURCE FINANCIAL LLP

By: _____
Name: _____
Title: _____

FIRST SOURCE LOAN OBLIGATIONS TRUST

By: First Source Financial, Inc.,
its Collateral Manager

By: _____
Name: _____
Title: _____

SPECIAL SITUATIONS OPPORTUNITY FUND I, LLC

By: First Source Financial, Inc.,
its authorized agent

By: _____
Name: _____
Title: _____

COFFIN TURBO PUMP, INC.

By: *[Signature]*
Name: BRAND F. MONTY
Title: CEO

ATTACHMENT 1

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Coffin	1,844,125	07/12/94
USA	Coffin and Design	1,844,123	07/12/94
USA	Carter and Design	1438965	05/12/87
USA	Humdinger	716445	06/06/61
USA	Scavenger	755967	09/03/63