

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Vogt Power International Inc.		05/26/2005	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LaSalle Bank National Association, as Agent		
<b>Street Address:</b>	135 S. LaSalle Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78386049	EXCELLENCE-IN-HEAT-RECOVERY	
<b>Registration Number:</b>	1827926	EXCELLENCE-IN-HEAT-RECOVERY	
<b>Registration Number:</b>	2197410	VOGT	
<b>Registration Number:</b>	2248299	VOGT-NEM	
<b>Registration Number:</b>	2248300	VOGT-NEM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	penelope.johnson@kattenlaw.com		
<b>Correspondent Name:</b>	Penelope S. Johnson		
<b>Address Line 1:</b>	525 W. Monroe Street		
<b>Address Line 2:</b>	c/o Katten Muchin Rosenman LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Penelope S. Johnson		

CH \$140.00 78386049

Signature:	/Penelope S. Johnson/
Date:	06/08/2005
<b>Total Attachments: 6</b> source=C18N-Exchange-06082005-112108#page1.tif source=C18N-Exchange-06082005-112108#page2.tif source=C18N-Exchange-06082005-112108#page3.tif source=C18N-Exchange-06082005-112108#page4.tif source=C18N-Exchange-06082005-112108#page5.tif source=C18N-Exchange-06082005-112108#page6.tif	

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 26, 2005, by VOGT POWER INTERNATIONAL INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "Agent").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions have agreed to make loans and other financial accommodations for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lenders are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Agent and the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure, among other things, the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith, except any such trademark license that, to the extent and so for long as, by its terms, restricts the granting of a security interest; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement

of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

*Remainder of Page Intentionally Left Blank  
- Signature Page Follows -*

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**VOGT POWER INTERNATIONAL  
INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: John Alperin  
Title: Vice President

ACKNOWLEDGED:

**LASALLE BANK NATIONAL ASSOCIATION,**  
as Agent

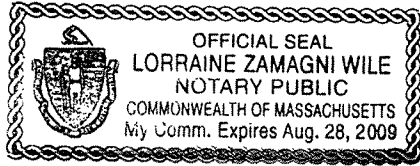
By: \_\_\_\_\_  
Name: James D. Chiarelli  
Title: Vice President

*Signature Page to Vogt Power Trademark  
Security Agreement*

**TRADEMARK  
REEL: 003098 FRAME: 0781**

STATE OF Mass. )  
 ) ss  
COUNTY OF Cass )

On this 27th day of May, 2005, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that such person is the above-indicated officer of the Grantor, and which executed the above instrument; and that such person signed such person's name thereto by authority of the board of directors or similar governing of said entity.



*Lorraine Zamagni Wile*  
\_\_\_\_\_  
Notary Public

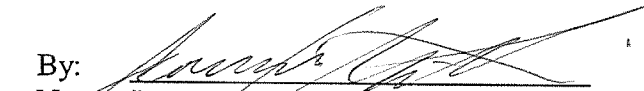
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**VOGT POWER INTERNATIONAL  
INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGED:

**LASALLE BANK NATIONAL ASSOCIATION,**  
as Agent

By:   
Name: James D. Chiarelli  
Title: Vice President

*Signature Page to Vogt Power Trademark  
Security Agreement*

**TRADEMARK  
REEL: 003098 FRAME: 0783**

SCHEDULE 1  
to  
TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

<b>Trademark Serial Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
78386049	n/a	3/17/04	12/28/04
74299239	1827926	7/28/92	3/2/94
75281250	2197410	4/25/97	7/28/98
75365718	2248299	9/30/97	7/28/98
75365719	2248300	9/30/97	7/28/98