

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
Crispin Valve, LLC		06/01/2005	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Sartell Water Controls, Inc.		
Street Address:	250 Riverside Drive		
City:	Sartell		
State/Country:	MINNESOTA		
Postal Code:	56377		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2862963	K-FLO	
CORRESPONDENCE DATA			
Fax Number:	(612)632-4230		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	612-632-3230		
Email:	trademark@gpmlaw.com		
Correspondent Name:	Gray, Plant, Mooty, Mooty & Bennett, PA		
Address Line 1:	P.O. Box 2906		
Address Line 4:	Minneapolis, MINNESOTA 55402-0906		
ATTORNEY DOCKET NUMBER:	102922		
NAME OF SUBMITTER:	Tiffany Larson, Paralegal		
Signature:	/Tiffany Larson/		
Date:	02/01/2006		

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Total Attachments: 2

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SECURITY AGREEMENT

This SECURITY AGREEMENT is made as of June 1, 2005 by Crispin Valve, LLC, a Pennsylvania limited liability company, with offices at 600 Flower Avenue, Berwick, PA 18603 ("**Crispin**") in favor of Sartell Water Controls, Inc., a Delaware corporation, with offices at 250 Riverside Drive, Sartell, Minnesota 56377 ("**SWC**").

RECITALS

Crispin and SWC have entered into an Asset Purchase Agreement dated as of June 1, 2005 (the "**Purchase Agreement**"), whereby Crispin has agreed to purchase and SWC has agreed to sell certain asset used in the business of SWC.

In connection with the Purchase Agreement, Crispin has granted to SWC a security interest in certain assets purchased by Crispin and has executed this Security Agreement for recordation with the appropriate state and federal governmental authorities.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged by each of the parties, it is agreed as follows:

1. All defined terms in this Security Agreement have the meaning ascribed to them in the Purchase Agreement, and all terms of the Purchase Agreement remain in full force and effect.
2. As security for certain obligations of Crispin under the Purchase Agreement, Crispin hereby grants to SWC a security interest in all of Crispin's right, title and interest in and to all the property listed in the Purchase Agreement, including but not limited to the Trademarks set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, the undersigned has executed this Security Agreement as of the date and year first above written.

Crispin Valve, LLC,
a Pennsylvania Limited Liability Company

By: 

Name: Darren Crispin

Title: President

Date: June 1, 2005

Exhibit A

TRADEMARKS

	Mark	Registration Number	Registration Date
1.	K-FLO	2862963	July 13, 2004

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