

Form PTO-1594
(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

1803-725 7

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Robbins & Myers Holdings, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Corporation
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 23, 2005

2. Name and address of receiving party(ies)

Name: P. Morgan Trust Company, N.A.

Internal _____ as agent
Address: _____

Street Address: 227 W. Monroe

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other National Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignments)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41) _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232428

9. Signature.

Laura Konrath

Name of Person Signing

[Handwritten Signature]

Signature

3/27/06

Date

Total number of pages including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$140.00 232428 76065772

Continuation

SCHEDULE A

Item #

ROBBINS & MYERS HOLDINGS, INC.

<u>Trademark</u>	<u>Country</u>	<u>Application No./ Registration No.</u>
Word Mark: ROMACO	USA	2,575,301
Word Mark: ROMACO	USA	Serial No. 76/065,772
Mark: Stylized "R"	USA	2,577,385
Mark: Stylized "R"	USA	2,608,678
Mark: TARBY	USA	1,622,083

(5)

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

7

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Robbins & Myers Holdings, Inc., a Delaware corporation (the "Grantor") with principal offices at 1400 Kettering Tower, Dayton, Ohio, 45423, hereby assigns and grants to J. P. Morgan Trust Company, National Association, as Collateral Agent, with offices at 227 W. Monroe Street, Suite 2600, Chicago, Illinois, 60606 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is made to secure the satisfactory performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of December 23, 2005 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 23rd day of December, 2005.

ROBBINS & MYERS HOLDINGS, INC.,
as Grantor

By: 
Name: Kevin J. Brown
Title: Treasurer

J. P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 23rd day of December 2005

ROBBINS & MYERS HOLDINGS, INC.,
as Grantor


By: _____
Name:
Title:

J. P. MORGAN TRUST COMPANY,
NATIONAL ASSOCIATION,
as Collateral Agent and Grantee

By: George N. Reaves
Name: **GEORGE N. REAVES**
Title: **VICE PRESIDENT**

STATE OF OHIO)
) ss:
COUNTY OF MONTGOMERY

On this 22 day of Dec, 2005, before me personally came KEVIN J. Brown who, being by me duly sworn, did state as follows: that [s]he is TREANNON of Robbins & Myers Holdings, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said Robbins & Myers Holdings, Inc. and that [s]he did so by authority of the Board of Directors of said Robbins & Myers Holdings, Inc.


Notary Public

MARK MANOVICH Attorney at Law
Notary Public State of Ohio
My Commission has no expiration date
Section 147.08 O.R.C.

SCHEDULE AROBBINS & MYERS HOLDINGS, INC.

<u>Trademark</u>	<u>Country</u>	<u>Application No./ Registration No.</u>
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