

**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
Coffin World Water Systems, LLC		07/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Texas Capital Bank, National Association
Street Address:	2100 McKinney Avenue
Internal Address:	Suite 900
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	national banking association: UNITED STATES

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2495690	AQUA-SEP
Registration Number:	2454975	CLARI - SEP
Registration Number:	2461294	CR - SEP
Registration Number:	2454956	CRP - SEP
Registration Number:	2499705	RECYCLO - SEP
Registration Number:	2499703	VG - SEP
Registration Number:	2015587	SPIR-O-LATOR
Registration Number:	2015586	HELI-SEP
Registration Number:	2023680	W
Registration Number:	2056932	INDUSTRO-SEP

**CORRESPONDENCE DATA**

Fax Number: (214)855-4300

CH \$265.00 2495690

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2148554775  
Email: awalker@jenkens.com  
Correspondent Name: Andrea Walker  
Address Line 1: 1445 Ross Avenue  
Address Line 2: Suite 3700  
Address Line 4: Dallas, TEXAS 75202-2799

ATTORNEY DOCKET NUMBER:	44341-10 COFFIN WORLD
NAME OF SUBMITTER:	ANDREA WALKER
Signature:	/Andrea Walker/
Date:	08/25/2006

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

WHEREAS, COFFIN WORLD WATER SYSTEMS, LLC, a Delaware limited liability company ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Coffin Turbo Pump, Inc., and Texas Capital Bank, National Association ("Secured Party") have entered into that certain Loan Agreement dated July 31, 2006, providing for extensions of credit to be made to Grantor and Coffin Turbo Pump, Inc. by the Secured Party; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof, among Grantor, Coffin Turbo Pump, Inc., and Secured Party (as said agreement may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Secured Party a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31 day of July, 2006.

Acknowledged:

**GRANTOR:**

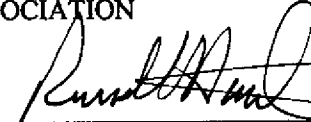
COFFIN WORLD WATER SYSTEMS, LLC

By: Coffin Turbo Pump, Inc.

By: \_\_\_\_\_  
Brian Ready  
Chief Financial Officer and Treasurer

**SECURED PARTY:**

TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION

By:  \_\_\_\_\_  
Russell Hartsfield, Executive Vice President

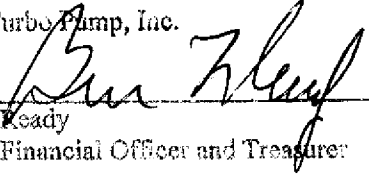
IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 3/day of July, 2006.

Acknowledged:

**GRANTOR:**

COFFIN WORLD WATER SYSTEMS, LLC

By: Coffin Turbo Pump, Inc.

By:   
\_\_\_\_\_  
Brian Ready  
Chief Financial Officer and Treasurer

**SECURED PARTY:**

TEXAS CAPITAL BANK, NATIONAL  
ASSOCIATION

By: \_\_\_\_\_  
Russell Hartsfield, Executive Vice President

Schedule 1  
to Trademark  
Security Agreement

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date
Coffin World Water Systems, LLC	United States	AQUA-SEP	2,495,690	10/09/2001
Coffin World Water Systems, LLC	United States	CLARI-SEP	2,454,975	5/29/2001
Coffin World Water Systems, LLC	United States	CR-SEP	2,461,294	6/19/2001
Coffin World Water Systems, LLC	United States	CRP-SEP	2,454,956	5/29/2001
Coffin World Water Systems, LLC	United States	RECYCLO-SEP	2,499,705	10/23/2001
Coffin World Water Systems, LLC	United States	VG-SEP	2,499,703	10/23/2001
Coffin World Water Systems, LLC	United States	SPIR-O-LATOR	2,015,587	11/12/1996
Coffin World Water Systems, LLC	United States	HELI-SEP	2,015,586	11/12/1996
Coffin World Water Systems, LLC	United States	W & DESIGN	2,023,680	12/17/1996
Coffin World Water Systems, LLC	United States	INDUSTRO-SEP	2,056,932	4/29/1997

**Trademark Licenses**

**Trademark Applications**