

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

04-05-2007

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

RECORDED
TR



103391673

To the Director of the U. S. Patent and Trademark Office, please forward the attached documents or the new address(es) below.

RECORDED AS OF 3/30/07

1. Name of conveying party(ies):
Crash Rescue Equipment Service, Inc.
Incorporated

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Texas
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: LegacyTexas Bank
Internal Address: _____
Address: _____
Street Address: 1105 W. 15th Street
City: Plano
State: Texas
Country: USA Zip: 75075

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) March 28, 2007

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
See attached.

B. Trademark Registration No.(s)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
See attached.

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

Name: LegacyTexas Bank
Attn: Scott Cortez
Internal Address: _____
Street Address: 1105 W. 15th Street
City: Plano
State: Texas Zip: 75075
Phone Number: 972-461-1342
Fax Number: 972-461-1594
Email Address: cortezs@legacytexas.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment information:

a. Credit Card Last 4 Numbers 4641
Expiration Date 4-09

b. Deposit Account Number _____
Authorized User Name _____

9. Signature: Linda Dietz March 29, 2007
Signature Date

Linda Dietz
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARKS

Mark	Country	Serial No.	Class.	Filing Date	Reg. No.	Reg. Date	Assignee
RHINO and Design	USA 011008	75/581,630	9	11/03/98	2,432,678	03/06/01	Crash Rescue Equipment Service, Inc.
REX	USA 011011 Chicago	76/818,497	12	10/29/04	3,084,206	04/25/06	Crash Rescue Equipment Service, Inc.

**ASSIGNMENT FOR SECURITY
(Patents and Trademarks)**

WHEREAS, CRASH RESCUE EQUIPMENT SERVICE, INCORPORATED, a Texas corporation (herein referred to as "Assignor"), owns (i) the letters patent and/or applications for letters patent of the United States, including, without limitation, the inventions and improvements claimed therein, more particularly described on Schedule 1 annexed hereto as part hereof (collectively, the "Patents") and (ii) the trademarks listed on Schedule 2 annexed hereto as part hereof (collectively, the "Trademarks"); and

WHEREAS, Assignor is obligated to LEGACYTEXAS BANK (referred to herein as the "Assignee"), and Assignor has entered into a Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in and mortgage on, among other collateral, all right, title and interest of Assignor in and to the Patents and Trademarks, together with any reissue, continuation, continuation-in-part, divisions, renewals or extension thereof, and all proceeds thereof, including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world (the "Patent and Trademark Collateral"), to secure the prompt payment of the Indebtedness (as defined in the Agreement), and performance and observance of the obligations set forth in the Agreement.

NOW, THEREFORE, for good and valuation consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in and mortgage interest on the Patent and Trademark Collateral to secure the prompt payment of the Indebtedness (as defined in the Agreement), and performance and observance of the obligations set forth in the Agreement.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Patent and Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1105 W. 15th Street, Plano, Texas 75075, Attn: Scott Cortez.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 28th day of March, 2007.

CRASH RESCUE EQUIPMENT SERVICE,
INCORPORATED, a Texas corporation

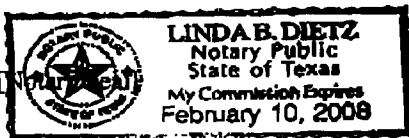
By: [Signature]
James E. Ashton, President

STATE OF TEXAS

COUNTY OF Dallas

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The foregoing instrument was acknowledged before me on the 28th day of March, 2007, by James E. Ashton, as President of Crash Rescue Equipment Service, Incorporated, a Texas corporation, for the purposes therein stated.



Linda B. Dietz
Notary Public, State of Texas

SCHEDULE I**DESCRIPTION OF PATENTS**

1. **High Pressure Mixing and Spray Nozzle Apparatus and Method, Patent No. 4,915,300, filed 2/10/89 and issued 4/10/90**
2. **Bumper-Mounted Extensible Turret, Patent No. 5,899,276, filed 9/19/97 and issued 5/4/99**
3. **Fire Retardant Management System, Serial No. 60/600,158, filed 8/10/04**
4. **Fire Retardant Management System, Serial No. 11/200,842, filed 8/10/05**

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SCHEDULE 2

DESCRIPTION OF TRADEMARKS

1. **RHINO and Design, Reg. No. 2,432,678, filed 11/3/98 and registered 3/6/01**
2. **REX, Reg. No. 3,084,206, filed 10/29/04 and registered 4/25/06**

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TRADEMARKS

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