

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bacharach, Inc.		05/09/2007	CORPORATION: DELAWARE
Bacharach Holdings, Inc.		05/09/2007	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Sky Bank
<b>Street Address:</b>	336 Fourth Avenue, Suite 2
<b>Internal Address:</b>	The Times Building
<b>City:</b>	Pittsburgh
<b>State/Country:</b>	PENNSYLVANIA
<b>Postal Code:</b>	15222
<b>Entity Type:</b>	Banking Association: OHIO

**PROPERTY NUMBERS Total: 26**

Property Type	Number	Word Mark
Registration Number:	1672413	BACHARACH
Registration Number:	1645331	BACHARACH
Registration Number:	0347909	DRAFT-RITE
Registration Number:	1526682	FLORET
Registration Number:	0551209	FLORITE
Registration Number:	3211192	FLUOROMIZER
Registration Number:	0930489	FYRITE
Registration Number:	1335241	FYRITE
Registration Number:	0663124	GAS-POINTER
Registration Number:	2884527	HI FLOW
Registration Number:	2737327	HUNTER
Registration Number:	1831938	LEAKATOR

CH \$665.00 1672413

Registration Number:	0678060	MONOXOR
Registration Number:	1667152	NONOXOR
Registration Number:	1660313	OXOR
Registration Number:	2154278	PCA
Registration Number:	2553818	PUP
Registration Number:	2204529	SAFESPACE
Registration Number:	0782391	SNIFFER
Registration Number:	2201189	SNIFIT
Registration Number:	1081591	TEMPOINT
Registration Number:	1600597	TEMPOINT
Registration Number:	2548288	THE INFORMANT
Registration Number:	1039158	TLV SNIFFER
Registration Number:	2968338	TRU POINTE
Registration Number:	0552975	TRUE-SPOT

**CORRESPONDENCE DATA**

Fax Number: (412)562-1041  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 412-562-1637  
Email: vicki.cremonese@bipc.com  
Correspondent Name: Michael L. Dever  
Address Line 1: 301 Grant Street  
Address Line 2: 20th Floor  
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER:	0070751-000001
NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	05/11/2007

**Total Attachments: 10**  
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**TRADEMARK**

## PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of May 9, 2007, is entered into by and among BACHARACH, INC., a Delaware corporation, and BACHARACH HOLDINGS, INC., a Pennsylvania corporation (each a "Borrower" and, collectively, the "Borrowers") and SKY BANK, an Ohio banking association (the "Lender"). The Borrowers, together with each Person that hereafter becomes a direct or indirect domestic Subsidiary of the Borrower, is hereinafter referred to separately as a "Pledgor" and collectively as the "Pledgors").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Borrowers, the Guarantor and the Lender, the Lender has agreed to provide certain loans to the Borrowers and issue certain letters of credit on behalf of the Borrowers, and the Pledgors have agreed, among other things, to grant a security interest to the Lender in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

### 1. Defined Terms

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by such Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Lender or any of

its Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Lender or any of its Affiliates, now existing or hereafter incurred under the Credit Agreement, the Note, the Letters of Credit, or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by the Lender and (iii) any sums advanced by the Lender or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Note, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Lender in connection therewith, including commitment, letter of credit or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to the Lender in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) except as set forth in Schedule B hereto, such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

4. Each Pledgor agrees that, until all of the Debt shall have been satisfied in full, such Pledgor will not enter into any agreement (for example, a license agreement) which is inconsistent with such Pledgor's obligations under this Agreement, without the Lender's prior written consent which shall not be unreasonably withheld except such Pledgor may, in the ordinary course of business without the Lender's consent, license technology to suppliers and customers and trademarks to distributors, sales representatives and others, in any such case, to facilitate the manufacture and use of such Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the Credit Commitment has terminated, any Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and such Pledgor shall give to Lender prompt notice thereof in writing. Each Pledgor and Lender agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. The Lender shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by law, regulation, order or decree and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and, without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the Lender may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to any Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Lender shall designate by notice to each Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which such Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Lender, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to such Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to such Pledgor at least ten (10) days before the time of any intended

public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which notice each such Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permissible under applicable law, regulation, order or decree, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of such Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, each Pledgor hereby authorizes and empowers the Lender to make, constitute and appoint any officer or agent of the Lender, as the Lender may select in its exclusive discretion, as such Pledgor's true and lawful attorney-in-fact, with the power to endorse such Pledgor's name on all applications, documents, papers and instruments necessary for the Lender to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Lender herein granted this power of attorney shall have no duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Lender herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Lender. The Lender hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Lender.

8. At such time as the Debt shall have been indefeasibly paid in full and the Credit Commitment shall have terminated, this Agreement shall terminate and the Lender shall execute and deliver to each Pledgor all deeds, assignments and other instruments as may be necessary or proper to re-vest in such Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by the Lender pursuant hereto.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by the Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by the Pledgors, jointly and severally, within fifteen (15) days of demand by the Lender, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Each Pledgor shall have the duty, through counsel reasonably acceptable to the Lender, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Credit Commitment shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of such Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by such Pledgor. No Pledgor shall abandon any Patent, Trademark or Copyright without the consent of the Lender, which shall not be unreasonably withheld.

11. Each Pledgor shall have the right, upon the prior written notice to the Lender, to bring suit, action or other proceeding in its own name, and to join the Lender, if necessary, as a party to such suit so long as the Lender is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Each Pledgor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including reasonable legal fees, incurred by the Lender as a result of such suit or joinder by such Pledgor.

12. No course of dealing between any Pledgor and the Lender, nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of the Lender's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by law, regulation, order or decree, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that no Pledgor may assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania state or federal court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and each Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania state or federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Lender of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.3 of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Lender hereunder and under the other Loan Documents, because the Lender's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Lender's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Lender its attorney-in-fact, and (v) to enforce the Lender's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

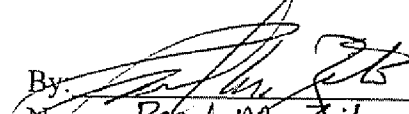
**[SIGNATURES APPEAR ON FOLLOWING PAGE]**




[SIGNATURE PAGE 1 OF 1 TO PATENT, TRADEMARK  
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
by their respective officers thereunto duly authorized, as of the date first above written.


BACHARACH, INC.

By:  (Seal)  
Name: Paul M. Zito  
Title: President/CEO

BACHARACH HOLDINGS, INC.

By:  (Seal)  
Name: Paul M. Zito  
Title: President

SKY BANK

By:   
Name: W. Christopher Kohler  
Title: Vice President

**SCHEDULE A  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF REGISTERED PATENTS, TRADEMARKS AND COPYRIGHTS

1. Registered Patents and Patent Applications:

<b>Patent No.</b>	<b>Issue Date</b>
6,670,613	12-30-03
5,656,813	08-12-97
6,100,529	08-08-00
5,523,837	08-04-96
5,826,577	10-27-98
6,590,690	07-08-03
6,489,787	12-03-02
5,018,395	05-28-91
5,932,176	08-03-99
5,584,557	12-17-96
RE 37,403	10-09-01
6,737,650	05-18-04
6,362,741	03-26-02
D447,071	08-28-01
6,120,166	09-19-00
6,019,821	02-01-00
6,326,843	12-04-01
6,042,634	03-28-00
5,305,231	04-19-94
5,519,219	05-21-96
5,428,222	05-27-95
5,897,305	04-27-99
6,006,591	12-28-99
6,223,590	05-01-01

<b>Serial No.</b>	<b>Filing Date</b>
09/016,060	01-30-98
08/102,641	08-05-93

2. Registered Trademarks and Trademark Applications:

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Bacharach	1,672,413	01-21-92
Bacharach and Design	1,645,331	05-21-91
Draft-Rite	347,909	07-13-37
Floret and Design	1,526,682	02-28-89
Florite and Design	551,209	11-27-51
Fluoromizer	3,211,192	02-20-07
Fyrite	930,489	03-07-72
Fyrite	1,335,241	05-14-85
Gas-Pointer	663,124	06-17-58
Hi Flow	2,884,527	09-14-04
Hunter	2,737,327	07-15-03
Leakator	1,831,938	04-19-94
Monoxor	678,060	05-05-59
Nonoxor	1,667,152	12-03-91
Oxor	1,660,313	10-08-91
PCA	2,154,278	04-28-98
Pup	2,553,818	03-26-02
Safespace	2,204,529	11-17-98
Sniffer	782,391	12-29-64
Snifit	2,201,189	11-03-98
Tempoint (Stylized)	1,081,591	01-10-78
Tempoint (Stylized)	1,600,597	06-12-90
The Informant	2,548,288	03-12-02
TLV Sniffer	1,039,158	05-11-76
Tru Pointe	2,968,338	07-12-05
True-Spot	552,975	01-08-52

3. Copyrights:

**SCHEDULE B  
TO  
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

LIST OF LIENS, CHARGES AND ENCUMBRANCES  
OTHER THAN PERMITTED LIENS

None