

05-14-2007



103405822

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

5-9-07

1. Name of conveying party(ies):

The Spencer Turbine Company
600 Day Hill Road
Windsor, CT 06095

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Citizens Bank of Connecticut

Internal _____

Address: _____

Street Address: 90 State House Square, 10th Floor

City: Hartford

State: CT

Country: USA Zip: 06103

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other Bank Citizenship Connecticut

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) May 9, 2007

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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

See attached Exhibit A

Additional sheet(s) attached? Yes No

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

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

Name: Sarah M. Lombard, Esq.

Internal Address: Tyler Cooper & Alcorn, LLP

Street Address: 185 Asylum Street, CityPlace I/35th Fl.

City: Hartford

State: CT Zip: 06103

Phone Number: (860) 725-6226

Fax Number: (860) 278-3802

Email Address: slombard@tylercooper.com

6. Total number of applications and registrations involved:

20

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 515.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

5.9.07

Date

05/11/2007 D:\YRNE 00000139 3186728

01 FC:8521
02 FC:8522

40.00 OP Sarah M. Lombard
475.00 OP Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

**Exhibit A
To Recordation Form Cover Sheet
Trademarks Only**

Assignment from The Spencer Turbine Company to Citizens Bank of Connecticut

No.	Trademark Registration Number
1.	3186728
2.	2985026
3.	2585172
4.	2581164
5.	2305660
6.	2309994
7.	2115419
8.	1911122
9.	1931837
10.	1911114
11.	1854029
12.	1742902
13.	1727062
14.	1616417
15.	1284095
16.	0419622
17.	0652370
18.	0652701
19.	0140976
20.	0062801

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, THE SPENCER TURBINE COMPANY (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Trademark Security Agreement dated May 9, 2007 (the "Security Agreement") in favor of Citizens Bank of Connecticut (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee a lien on and security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby grant to the Assignee a lien on and security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.


The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

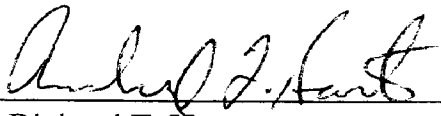
IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 9, 2007.

Witnessed by:

THE SPENCER TURBINE COMPANY



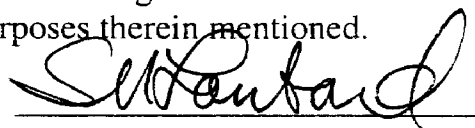
Jessize Ayala Jones

By: 

Name: Richard F. Hart
Title: President and Chief Executive Officer

STATE OF CONNECTICUT)
) ss.: HARTFORD
COUNTY OF HARTFORD)

On the 9th day of May, 2007, before me personally came Richard F. Hart, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President and Chief Executive Officer of THE SPENCER TURBINE COMPANY, a Connecticut corporation, and that he executed the foregoing instrument in the firm name of the SPENCER TURBINE COMPANY, INC., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



~~Notary Public~~/Commissioner of the Superior Court

**SCHEDULE 1A TO ASSIGNMENT FOR SECURITY
(TRADEMARKS AND TRADEMARK APPLICATIONS)**

Pending or Registered Trademark	Filing Date	Application/Serial No.	Trademark Date	United States Patent and Trademark Office's Registration No.
Water Trap	1/27/2006	78801084	12/19/2006	3186728
Mizerpak	9/26/2003	78305762	8/16/2005	2985026
Fast Vac	8/6/2001	76295723	6/25/2002	2585172
Jet-Clean	8/17/2000	76111738	6/18/2002	2581164
Top Hat	7/20/1998	75521591	1/4/2000	2305660
Water Trap	2/3/1997	75235266	1/18/2000	2309994
Stamp	5/31/1996	75112418	11/25/1997	2115419
Vortex	8/16/1994	74561854	8/15/1995	1911122
Top Drum	6/4/1991	74173061	10/31/1995	1931837
Lobe-Aire	7/26/1994	74554755	8/15/1995	1911114
Power Mizer	8/21/1992	74308364	9/13/1994	1854029
Dirt Eraser	2/25/1992	74249975	12/29/1992	1742902
Fume Eraser	2/25/1992	74249905	10/27/1992	1727062
(Design Only)	6/16/1989	73806983	10/9/1990	1616417
Industravac	8/6/1982	73378653	7/3/1984	1284095
Sump-Vac	6/9/1945	71484373	2/26/1946	0419622
Vacuslot	2/20/1957	72024803	10/1/1957	0652370
Spencer	1/2/1957	72022035	10/8/1957	0652701
Spencer	9/28/1920	71137715	3/29/1991	0140976
Spencer	4/26/1905	71003081	5/28/1907	0062801