### **340.00 7552**

### 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
AutomationSolutions, Inc.		06/06/2007	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	LaSalle Bank National Association
Street Address:	135 South Lasalle Street
Internal Address:	Suite 240
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	U.S. National Banking Association: UNITED STATES

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	75524941	AUTOMATIONSOLUTIONS

### **CORRESPONDENCE DATA**

Fax Number: (314)259-5959

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

Phone: 314-259-5816

Email: trademarks@sonnenschein.com

Correspondent Name: Katie A. Krutzsch

Address Line 1: One Metropolitan Square

Address Line 2: Suite 3000

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	9801880-0029
NAME OF SUBMITTER:	Katie A. Krutzsch
Signature:	/katie a. krutzsch/

TRADEMARK REEL: 003564 FRAME: 0624

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Date:	06/20/2007
Total Attachments: 7 source=Automation Trademark#page1.tif source=Automation Trademark#page2.tif source=Automation Trademark#page3.tif source=Automation Trademark#page4.tif source=Automation Trademark#page5.tif source=Automation Trademark#page6.tif	
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### TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "<u>Agreement</u>"), dated as of June 12, 2007, by AutomationSolutions, Inc., a Delaware corporation (the "<u>Grantor</u>"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as agent for the Lenders (in such capacity, the "<u>Agent</u>").

### RECITALS

The Grantor has entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Agent, pursuant to which such financial institutions (the "Banks") have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor.

The Grantor is a party to that certain Security Agreement bearing even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Agent pursuant to which certain obligations owed to the Agent and the Lender Parties are secured.

Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the ratable benefit of the Banks, this Agreement.

Pursuant to the terms of the Security Agreement, Grantor has granted to the Agent, for the benefit of the Banks, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement and the other Liabilities (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Banks, as collateral security for the Liabilities, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- 1. each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in <u>Schedule 1</u> annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- 2. each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith; and

TRADEMARK REEL: 003564 FRAME: 0626 3. all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in <u>Schedule 1</u> annexed hereto, any trademark issued pursuant to a trademark application referred to in <u>Schedule 1</u> and any trademark licensed under any trademark license listed on <u>Schedule 1</u> annexed hereto (items 1 through 3 being herein collectively referred to as the "<u>Trademark Collateral</u>").

Notwithstanding anything herein to the contrary, this Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Agent of any applications by Grantor for a trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered trademark (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Grantor's Intent-To-Use Application is pending this Agreement shall operate only to create a security interest for collateral purposes in favor of the Agent on such Intent-To-Use Application as collateral security for the Liabilities.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Security Agreement.

[signature page follows]

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The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AUTOMATIONSOLUTIONS, INC.

Name: L. Joseph Lee

Title: Vice President and Secretary

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION, as Agent

Ву:\_\_\_\_\_

Name: Eileen Roethler Title: First Vice President STATE OF <u>Dhio</u>) ss COUNTY OF <u>Cayahogs</u>

On this Lot day of June, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Automation Solutions, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Notary Public

TONI T. KARDAMIS NOTARY PUBLIC STATE OF OHIO My Comm. Exp. 1/7/09 The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

### AUTOMATIONSOLUTIONS, INC.

	Ву:
	Name:
	Title:
Acknowledged:	
Acknowledged:	LASALLE BANK NATIONAL ASSOCIATION, as Agent
	By: Gilen Poetle
	Name: Eileen Roethler Title: First Vice President

STATE OF ILLINOIS		)
iake		) ss
COUNTY OF COOK		)

On this the day of 500, 2007, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that she is the above-indicated officer of LaSalle Bank National Association, and which executed the above instrument; and that she signed her name thereto by authority of the board of directors or similar governing of said entity.

Notary Public

"OFFICIAL SEAL"
Karen L. Petersen
Notary Public, State of Illinois
My Commission Exp. 04/02/2009

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## to TRADEMARK SECURITY AGREEMENT

SCHEDULE

# Trademarks, Trademark Applications and Trademark Licenses

Licensed Trademarks:

						_
			AUTOMATIONSOLUTIONS		Mark	
LLC	International,	Solutions	Automation	Owner	Registered	
			75524941		Serial Number	
			Supplemental		Register	

AutomationSolutions Atlantic LLC entered into a Trademark License Agreement with AutomationSolutions International, LLC AutomationSolutions Atlantic LLC for the use of the trademark "AUTOMATIONSOLUTIONS." ("ASI") dated November 19, 2001, pursuant to which ASI granted a non-exclusive, perpetual, irrevocable license to

"AUTOMATIONSOLUTIONS." granted a non-exclusive, perpetual, irrevocable license to AutomationSolutions LLC for the use of the trademark AutomationSolutions LLC entered into a Trademark License Agreement with ASI dated November 27, 2001, pursuant to which ASI

England") were acquired by AutomationSolutions, Inc. and each of Atlantic and New England merged with and into AutomationSolutions, Inc. on the Closing Date, with AutomationSolutions, Inc. as the survivor of such mergers. \*\*The membership interests of each of AutomationSolutions Atlantic LLC ("Atlantic") and AutomationSolutions LLC ("New

TRADEMARK
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