

**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
Fire Facilities, Inc.		08/30/2007	CORPORATION:

**RECEIVING PARTY DATA**

Name:	JP Morgan Chase Bank, N.A.
Street Address:	10 South Dearborn Street
Internal Address:	19th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	2037665	WESTEMP
Registration Number:	2060127	FIRE FACILITIES, INC.
Registration Number:	2068088	FIRE FACILITIES, INC.
Registration Number:	2070900	FIRE FACILITIES, INC.
Registration Number:	2085227	FIRE FACILITIES INC
Registration Number:	2144984	FIRE FACILITIES INC
Registration Number:	2189558	WESCO
Registration Number:	2222995	FIRE FACILITIES INC
Registration Number:	2259449	LIGHT IT. CLIMB IT. AXE IT. SOAK IT. THEN, DO IT AGAIN.
Registration Number:	3046594	WESTEC

**CORRESPONDENCE DATA**

Fax Number: (312)876-7934

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

OP \$265.00 2037665

Phone: 312-876-8086  
Email: trademarks@sonnenschein.com  
Correspondent Name: Debra S. Clark  
Address Line 1: Wacker Drive Station, Sears Tower  
Address Line 2: P.O. Box 061080  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	2931511-0017
NAME OF SUBMITTER:	Katie A. Krutzsch
Signature:	/katie a. krutzsch/
Date:	08/31/2007

**Total Attachments: 8**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 19, 2007, by FIRE FACILITIES, INC., a Wisconsin corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

### RECITALS

A. The Grantor and/or its affiliates have entered into a Second Lien Loan Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") with the Lender pursuant to which the Lender agreed to make a loan to Grantor or its affiliate.

B. The Grantor has entered into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Lender pursuant to which certain obligations owed to the Lender are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Lender, this Agreement.

D. Pursuant to the terms of the Security Agreement, Grantor has granted to the Lender, 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 patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all the Secured Obligations (as defined in the Security Agreement).

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Lender, 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 Schedule 1 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;
- (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 Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

(4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;

(6) 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 patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender 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 Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement and the 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]

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

FIRE FACILITIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

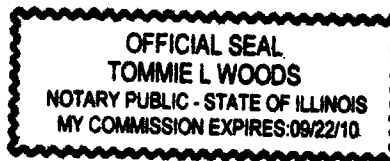
JPMORGAN CHASE BANK, N.A.

By:   
Name: W. ROBERT FELKER  
Title: CHIEF ADMINISTRATIVE OFFICER

STATE OF Illinois )  
 ) SS  
COUNTY OF Cook )

On this 27 day of Aug, 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 the Lender, 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.

Tommie L. Woods  
Notary Public



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

FIRE FACILITIES, INC.

By: James N. Mastroianni  
Name: JAMES N. MASTROIANI  
Title: ASST. TREASURER

Acknowledged:

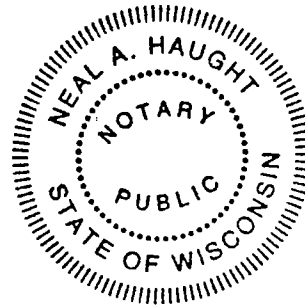
JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF Wisconsin )  
 ) ss  
COUNTY OF Dane )

On this 30<sup>th</sup> day of August, 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 the Grantor, 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.

Neal A. Haught  
Notary Public





SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks, Trademark Applications and Trademark Licenses**

Trademark	Trademark Registration Number	Date of Registration
WESTEMP (word only)	2,037,665	February 11, 1997
FIRE FACILITIES, INC. (words only)	2,060,127	May 6, 1997
FIRE FACILITIES, INC. (words only)	2,068,088	June 3, 1997
FIRE FACILITIES, INC. (words only)	2,070,900	June 10, 1997
FIRE FACILITIES INC.	2,085,227	August 5, 1997
FIRE FACILITIES INC.	2,144,984	March 17, 1998
WESCO (word only)	2,189,558	September 15, 1998
FIRE FACILITIES INC	2,222,995	February 9, 1999
LIGHT IT. CLIMB IT. AXE IT. SOAK IT. THEN, DO IT AGAIN. (words only)	2,259,449	July 6, 1999
WESTEC (word only)	3,046,594	January 17, 2006

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

None