

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
Richards Industries, Inc.		09/05/2007	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	425 Walnut Street		
Internal Address:	CN-WN-08		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	74508497	LOWFLOW	
Serial Number:	72149127	JORDAN	
Serial Number:	74508495	STERIFLOW	
CORRESPONDENCE DATA			
Fax Number:	(513)651-6981		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(513) 651-6800		
Email:	RSchalnat@fbtlaw.com		
Correspondent Name:	Ria Farrell Schalnat		
Address Line 1:	201 East Fifth Street		
Address Line 2:	2200 PNC Building		
Address Line 4:	Cincinnati, OHIO 45202		
NAME OF SUBMITTER:	Ria Farrell Schalnat		
Signature:	/Ria Farrell Schalnat/		

OP \$90.00 74508497

Date:

09/13/2007

Total Attachments: 25

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

RICHARDS INDUSTRIES, INC. ("Debtor"), for valuable consideration, receipt of which hereby is acknowledged, hereby transfers, assigns, and pledges to **U.S. BANK NATIONAL ASSOCIATION** in its capacity as collateral agent (in such capacity the "Collateral Agent") for the benefit of itself as the Collateral Agent and the Secured Creditors (as hereinafter defined), and grants to Collateral Agent a security interest in, the following collateral, wherever located, now existing and hereafter arising or coming into existence (the "Collateral"):

- 1.1 all trademarks, trade names, trade dress, corporate names, fictitious names, trade styles, service marks, logos, commercial symbols, prints and labels on which any of the foregoing have appeared, now appear or hereafter appear, designs and the good will and general intangibles of like nature relating thereto, now existing or hereafter adopted or acquired, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof, or any other country or any political subdivision thereof, including, but not limited to, those described in Schedule A hereto, and all renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Trademarks");
- 1.2 all letters patent of the United States or of any other country, and all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States or any State thereof or of any other country, including but not limited to, those described in Schedule B hereto, and all inventions, reissues, re-examinations, divisions, improvements, continuations, continuations-in-part, continuing prosecution applications, or extensions thereof, substitutes, renewals, and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Patents");
- 1.3 all copyrights, whether registered or not, of the United States or any other country, and all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, applications, registrations and recordings in the United States Copyright Office or of any other country, including but not limited to, those described in Schedule C hereto, and all variations, adaptations, derivatives, renewals thereof and all licenses thereof (whether as licensor or licensee) and other agreements and/or rights of any kind relating thereto (all of the foregoing being herein referred to as the "Copyrights");
- 1.4 all trade secrets, proprietary information and "know-how", including but not limited to those described in Schedule D hereto (all of the foregoing being herein referred to as the "Trade Secrets").

- 1.5 all license agreements regarding Patents, Trademarks, Copyrights, or Trade Secrets with any other party, whether such Debtor is a licensor or licensee under any such license agreement, and the right to prepare for sale, sell and advertise for sale, all Inventory now or hereafter owned by Debtor and now or hereafter covered by such licenses, including but not limited to those described in Schedule E attached hereto (collectively, the “Licenses”)
- 1.6 all rights to sue and other claims for past, present and future infringements and/or misappropriations of any of such Trademarks, Patents, Copyrights, and Trade Secrets, or dilution thereof, or for injury to the good will associated therewith;
- 1.7 all income, damages and other amounts payable of any kind under or with respect to any of the foregoing, including, without limitation, royalty fees, proceeds of infringement suits and other amounts of any kind; and
- 1.8 all proceeds and products of the foregoing, in whatever form the same may be,

for the purpose of securing the payment and performance of the following (collectively, the “Secured Obligations”):

(a) the “Obligations” as defined in the Loan Agreement by and among Debtor, BCKP Acquisitions, Corp. and U.S. Bank National Association (the “Senior Lender”) dated as of the date hereof, including any amendments, modifications, or superseding documents thereto (the “Senior Loan Agreement”) (collectively, the “Senior Obligations”);

(b) the “Obligations” as defined in the Note Purchase Agreement by and among Debtor, BCKP Acquisitions, Corp. and USB Capital Funding Corp. (the “Subordinated Creditor”) dated as of the date hereof, including any amendments, modifications, or superseding documents thereto (the “Subordinated Credit Agreement”) (collectively, the “Subordinated Obligations”); and

(c) all now existing or hereafter arising obligations of Debtor and BCKP Acquisitions, Corp. to the Collateral Agent under this Agreement, whether joint or several, absolute or contingent, due or to become due.

The following are sometimes referred to herein collectively as the “Secured Creditors” and individually as a “Secured Creditor”: (a) the Senior Lender, the “Lender’s Affiliates” as defined in the Senior Loan Agreement, and (b) the Subordinated Creditor, the “Rate Protection Providers” and the “Lender’s Affiliates” respectively as defined in the Subordinated Credit Agreement.

2. Collateral Assignment.

- 2.1 In addition to, and not in limitation of, the grant of the security interest in the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses in Section 1 above, Debtor hereby grants, assigns, transfer, conveys, sets over to Collateral Agent, Debtor’s entire right, title and interest in and to the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses; provided that such grant, assignment,

transfer and conveyance will become effective only at the election of Collateral Agent and after the occurrence of an Event of Default that is continuing at the time of the election. Debtor hereby agrees that after the effectiveness of such grant, assignment, transfer and conveyance of any of the Patents, Trademarks, Copyrights, Trade Secrets, and Licenses, the use by Collateral Agent of any such Patents, Trademarks, Copyrights, Trade Secrets, and Licenses will be without any liability for royalties or other related charges from Collateral Agent to any Debtor.

2.2 In addition, Debtor has executed in blank and delivered to Collateral Agent an assignment of license and federally registered patents, trademarks and copyrights (the "IP Assignment") owned by it in the form of the attached Exhibit A hereto. Debtor hereby authorizes Collateral Agent to complete as Assignee and record with the United States Patent and Trademark Office (the "Patent and Trademark Office") and the United State Copyright Office (the "Copyright Office") each IP Assignment upon the occurrence of an Event of Default that is continuing at the time of filing.

3. **General Representations and Warranties.** Debtor represents and warrants as follows:

- 3.1 To Debtor's knowledge, each of the Trademarks, Patents, Copyrights, Trade Secrets, and Licenses is valid, enforceable and subsisting.
- 3.2 Debtor has the requisite corporate power and authority to execute, deliver and perform this Agreement, and this Agreement is the legal, valid and binding obligation of Debtor, enforceable in accordance with its terms.
- 3.3 The Schedules hereto are true and complete lists of all Collateral as of the date hereof.
- 3.4 This Agreement creates a legal and valid security interest in the Collateral, enforceable against Debtor and all third parties.
- 3.5 This Agreement does not violate and is not in contravention of any other agreement to which Debtor is a party or any judgment or decree by which Debtor is bound and does not require any consent under any other agreement to which Debtor is a party or by which Debtor is bound.
- 3.6 To Debtor's knowledge, Debtor is the sole and exclusive owner of and has good and marketable title to the Collateral; none of the Collateral is subject to any mortgage, pledge, lien, security interest, lease, charge, setoff, defense, claim, license, shop right, work for hire claims, covenant not to sue, or other encumbrance, except the liens in favor of Collateral Agent; and there are no legal actions, administrative proceedings or claims pending or, to Debtor's knowledge, threatened relating to any of the Collateral, except as otherwise set forth on the attached Schedule F.

- 3.7 All of the information provided by Debtor to Collateral Agent on the Disclosure Schedule executed by Debtor of even date herewith is true and complete in all respects.
- 3.8 Debtor has notified Collateral Agent in writing of all uses of any Patent, Trademark or Copyright, prior to such Debtor's use, of which such Debtor is aware, which would in the reasonable judgment of such Debtor lead to such item becoming invalid or unenforceable, including prior unauthorized uses by third parties and uses that were not supported by the good will of the business connected with such item.
- 3.9 Debtor's products have been marked as required by statute with respect to the Collateral except where the failure to do so would not have a Material Adverse Effect.
- 3.10 Debtor has used consistent standards of quality in manufacturing, distribution, and marketing of each product sold and provision of each service provided under any Collateral, and have taken all steps necessary to ensure that all licensed users of any Collateral use such consistent standards of quality.
4. **Trademark Representations and Warranties.** Debtor represents and warrants as follows:
- 4.1 To the knowledge of Debtor, Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trademarks purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for Permitted Liens and certain Licenses and registered user agreements described in Schedule E. No financing statement or similar instrument is in effect covering all or any part of the Trademarks purported to be granted by Debtor hereunder is on file in any recording office, including, without limitation, the Patent and Trademark Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of Collateral Agent.
- 4.2 Set forth on Schedule A is a list of all of the Trademarks owned by Debtor.
- 4.3 Each Trademark identified on Schedule A is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid, registrable, and enforceable.
5. **Patent Representations and Warranties.** Debtor represents and warrants as follows:
- 5.1 Debtor is the sole legal and beneficial owner of the Patents set forth opposite its name on Schedule B hereto, free and clear of any lien, security interest, option, charge, pledge, assignment (whether conditional or not), or any other encumbrance except for Permitted Liens and certain Licenses and registered user agreements described in Schedule E and no financing statement or other

instrument similar in effect covering all or any part of such Collateral is on file in any recording office, except such as may have been filed in favor of Collateral Agent.

- 5.2 Set forth on Schedule B is a list of all of the Patents owned by Debtor.
- 5.3 Each Patent of Debtor identified on Schedule B hereto is subsisting and has not been adjudged unpatentable, invalid or unenforceable, in whole or in part, and to the knowledge of Debtor is patentable, valid and enforceable, and each of such Patent applications has been filed in conformity with applicable rules and procedures of the Patent and Trademark Office and of the equivalent agencies in each applicable foreign jurisdiction and will be diligently prosecuted in conformity therewith so as not to become improperly abandoned.

6. **Copyright Representations and Warranties.** Debtor represents and warrants as follows:

- 6.1 Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Copyrights purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for Permitted Liens and certain Licenses and registered user agreements described in Schedule E. No financing statement or similar instrument is in effect covering all or any part of the Copyrights purported to be granted by Debtor hereunder is on file in any recording office, including, without limitation, the Copyrights Office and the equivalent offices in any foreign jurisdiction, except such as may have been filed in favor of Collateral Agent.
- 6.2 Set forth on Schedule C is a list of all of the Copyrights owned by Debtor.
- 6.3 Each Copyright identified on Schedule C is validly subsisting and has not been abandoned or adjudged invalid, unregistrable or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid, registrable, and enforceable.

7. **Trade Secret Representations and Warranties.** Debtor represents and warrants as follows:

- 7.1 Debtor is the sole, legal and beneficial owner of the entire right, title and interest in and to the Trade Secrets purported to be granted by it hereunder, free and clear of any lien, security interest, option, charge, pledge, registered user agreement, assignment (whether conditional or not), or covenant, or any other encumbrance, except for Permitted Liens and certain Licenses and registered user agreements described in Schedule E. No financing statement or similar instrument is in effect covering all or any part of the Trade Secrets purported to be granted by Debtor hereunder is on file in any recording office, except such as may have been filed in favor of Collateral Agent.
- 7.2 Set forth on Schedule D is a list of all of the Trade Secrets owned by Debtor.

7.3 Each Trade Secret identified on Schedule D is validly subsisting and has not been abandoned or adjudged invalid, or unenforceable, in whole or in part, and is, to Debtor's knowledge, valid, and enforceable.

8. **Covenants.** Debtor covenants and agrees as follows:

8.1 Anything herein to the contrary notwithstanding, Debtor will remain liable under the Collateral to observe and perform all the conditions and obligations to be observed and performed by Debtor thereunder, all in accordance with and pursuant to the terms and provisions thereof.

8.2 Debtor will furnish to Collateral Agent within three months of acquiring or becoming aware of such ownership interest, statements and schedules identifying and describing any change, including but not limited to additions and/or deletions in the Collateral, and such other reports in connection with the Collateral as Collateral Agent may reasonably request, all in reasonable detail, and includes a detailed explanation of any deletions therefrom.

8.3 Debtor (either itself or through its licensees) will: (a) continue to properly use and maintain each Trademark that is material to Debtor's business in full force and free from any claim of abandonment for non-use, (b) maintain, as in the past, the quality of products and services offered under such Trademark, (c) employ such Trademark with the appropriate notice of application or registration, and (d) not, and not permit any licensee or sublicensee thereof to, do any act or knowingly omit to do any act whereby such Trademark may become invalidated.

8.4 Debtor will not do any act, or omit to do any act, whereby any Patent or Copyright may become abandoned, part of the public domain or otherwise unenforceable.

8.5 Debtor will notify Collateral Agent immediately if Debtor knows or has reason to know that any application or registration relating to any Patent, Copyright, Trademark, or Trade Secret, and any intellectual property that may be subject to a license, may become abandoned, invalid, or otherwise unenforceable, or of any adverse determination or development, including but not by way of limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or Copyright Office or any court, regarding the ownership of any part of the Collateral, its right to register the same, or to keep, use, enforce and/or maintain the same.

8.6 If at any time after the date of this Agreement, Debtor obtains rights to any new or additional Collateral, or becomes entitled to the benefit of any application or registration for any re-issue, division, re-examination, continuation-in-part, continuation, renewal or extension of any Collateral or any improvements, adaptations or derivations on any Collateral, the provisions of this Agreement will automatically apply thereto and Debtor will give to Collateral Agent prompt written notice thereof. Debtor authorizes Collateral Agent to modify this

Agreement by adding from time to time an Exhibit B, which Exhibit B will include any such future Collateral and applications, and Debtor will execute and deliver to Collateral Agent from time to time such supplemental assignments or other instruments as Collateral Agent may desire for the purpose of confirming and perfecting Collateral Agent's interest in such Collateral. In no event will Debtor, either itself or through any agent, employee, licensee or designee, file an application for the issuance of any patent or the registration of any trademark with the United States Patent and Trademark Office, or for any copyright registration with the United States Copyright Office, or any office or agency of the United States or any State thereof or of any other country or any political subdivision thereof, or enters into any license, unless it promptly informs Collateral Agent, and, upon request of Collateral Agent, executes and delivers any and all agreements, instruments, documents, and papers as Collateral Agent may request to evidence and perfect Collateral Agent's security interest in such Collateral for which registration has been applied and the good will and other intellectual property and related general intangibles of Debtor relating thereto or represented thereby, and Debtor hereby constitutes Collateral Agent as its attorney-in-fact to execute and file all such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power being coupled with an interest and irrevocable until the Secured Obligations are indefeasibly paid in full and this Agreement is terminated.

- 8.7** Debtor will take all necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or any appropriate office or agency in any state or in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Collateral, including, without limitation, filing of applications for renewal, payment of maintenance fees, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings, except where the failure to do so would not have a Material Adverse Effect.
- 8.8** If any of the Collateral is infringed, misappropriated, diluted or otherwise used or returned without authorization by a third party, Debtor will promptly notify Collateral Agent after Debtor learns thereof and will take such actions as Collateral Agent will reasonably deem appropriate under the circumstances to protect such Collateral.
- 8.9** Debtor, at its sole cost and expense, will (a) appear in and defend any action arising out of, or in any manner connected with, any of the Collateral or the obligations or liabilities of Debtor thereunder, (b) continue to use consistent standards of quality in its manufacture of products sold under the Collateral and will allow Collateral Agent by its agents to inspect such products and quality control records relating thereto to ensure Debtor's compliance with such quality standards, and (c) allow Collateral Agent by its agents reasonable access to the books and records of Debtor relating to the Collateral.

- 8.10 Debtor will not (a) sell, assign, pledge or otherwise transfer or encumber all or any part of its interest in any of the Collateral, (b) grant any license under any of the Collateral (other than licenses to marketing and distribution agents in the ordinary course of business consistent with past practices), or (c) enter into any agreement which is inconsistent with Debtor's obligations under this Agreement; provided that Debtor may license the Collateral (i) in the ordinary course of Debtor's business, if and only if such license is necessary or desirable in the conduct of Debtor's business; or (ii) in connection with a sale of assets expressly permitted in the documents evidencing the Secured Obligations, if and only if such license is on terms reasonably expected to maximize the gain to Debtor resulting from the granting of such license. Collateral Agent will execute any documents that Debtor may reasonably require in order to permit Debtor to exercise its rights hereunder to license the Collateral; provided that in no event will Collateral Agent be required to do anything that may, in the sole judgment of Collateral Agent, result in adversely affecting the lien granted hereunder or the assignment of the Collateral located in any foreign jurisdiction.
9. **Payment of Expenses by Collateral Agent.** At its option, Collateral Agent may discharge taxes, liens, security interests or such other encumbrances as may attach to the Collateral, may pay for the maintenance and preservation of the Collateral, as reasonably determined by Collateral Agent to be necessary. Debtor will reimburse Collateral Agent on demand for any payment so made or any expense incurred by Collateral Agent pursuant to the foregoing authorization, and the Collateral also will secure any advances or payments so made or expenses so incurred by Collateral Agent.
10. **Collections.** After the occurrence of an Event of Default, as defined below, if directed by Collateral Agent, whenever Debtor receives any payment with respect to any of the Collateral it will hold such payment in trust for Collateral Agent and forthwith will deliver to Collateral Agent the same in the form received by Debtor without commingling with any funds belonging to Debtor, and promptly will deposit the same in a special collateral account with Collateral Agent.
11. **Notification of Third Parties.** Collateral Agent, at any time after the occurrence of an Event of Default, and without notice to Debtor, may notify any persons who are indebted to Debtor with respect to any Collateral of the assignment thereof to Collateral Agent and may direct such persons to make payment directly to Collateral Agent of the amounts due. At the request of Collateral Agent after the occurrence of an Event of Default, Debtor will direct any persons who are indebted to Debtor with respect to any Collateral to make payment directly to Collateral Agent. Collateral Agent is authorized to give receipts to such persons for any such payments and such persons will be protected in making such payments to Collateral Agent.
12. **Execution of Appropriate Documentation with Respect to Collateral.** With respect to any and all of the Collateral, Debtor agrees to do and cause to be done all things necessary or appropriate to perfect, maintain the priority of and keep in full force and effect the security interest granted by Debtor to Collateral Agent, including, but not limited to, the prompt payment upon demand therefor by Collateral Agent of all fees and

expenses (including documentary stamp, excise or intangibles taxes) incurred in connection with the preparation, delivery, or filing of any document or the taking of any action deemed necessary or appropriate by Collateral Agent to perfect, protect, or enforce a security interest in any of the Collateral for the benefit of Collateral Agent, subject only to Permitted Liens. All amounts not so paid when due will be added to the Secured Obligations and (in addition to other rights and remedies resulting from such non-payment) will bear interest from the date of demand until paid in full at the Default Rate. Debtor also authorizes Collateral Agent to file one or more financing statements, as deemed necessary or desirable by Collateral Agent (including but not limited to any correction statements as set forth more fully in UCC Section 9-518), which financing statements lists or otherwise describes the Collateral as consisting of all of Debtor's assets or words to that effect, regardless of the actual description of the Collateral set forth in this Agreement. Debtor hereby ratifies any filing by Collateral Agent that predates the date of this Agreement but that was intended to perfect the security interest granted hereby.

13. **Receivers.** Upon or at any time after the occurrence of an Event of Default, Collateral Agent may request the appointment of a receiver of the Collateral. Such appointment may be made without notice, and without regard to (i) the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the Secured Obligations; and (ii) the value of the Collateral at such time. Such receiver will have the power to take possession, control and care of the Collateral and to collect all accounts resulting therefrom. Notwithstanding the appointment of any receiver, trustee, or other custodian, Collateral Agent will be entitled to the possession and control of any cash, or other instruments at the time held by, or payable or deliverable under the terms of this Security Agreement to Collateral Agent.

14. **Default.**

14.1 Upon the occurrence and during the continuation of (herein referred to as an "Event of Default"): (i) any Event of Default as defined in any of the documents evidencing any of the Secured Obligations, or (ii) any default under any of such documents that do not have a defined set of "Events of Default," Collateral Agent may exercise any one or more of the rights and remedies granted pursuant to this Agreement or given to a secured party under applicable law, as it may be amended from time to time, including but not limited to: (i) the right to take possession and sell, lease or otherwise dispose of the Collateral; (ii) at its option, operate, use or exercise any rights of ownership pertaining to the Collateral as Collateral Agent deems necessary to preserve the value and receive the benefits of the Collateral; (iii) exercise any and all rights and remedies of Debtor under, in connection with, or otherwise in respect of, such Collateral, including the completion and filing of the IP Assignment; and (iv) license such Collateral or any part thereof. Upon the occurrence of an Event of Default, Collateral Agent may, so far as Debtor can give authority therefor, enter upon any premises on which the Collateral or any part thereof may be situated and take possession of and remove the same therefrom. Collateral Agent may require Debtor to make

the Collateral available to Collateral Agent at a place to be designated by Collateral Agent that is reasonably convenient to both parties.

- 14.2 Debtor further agrees that, in the event of any disposition of the Collateral upon an Event of Default, Debtor will duly execute, acknowledge and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of registrations and/or applications for registration of all Trademarks, Copyrights, Patents and Trade Secrets. Debtor hereby irrevocably appoints Collateral Agent as its attorney-in-fact, with full power of substitution, to execute, deliver, and record such documents on Debtor's behalf upon the occurrence of an Event of Default. For the purposes of enabling Collateral Agent to exercise its rights and remedies upon an Event of Default, Debtor hereby grants to Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Collateral, now owned or hereafter acquired by Debtor, and wherever the same may be located.
- 14.3 The net proceeds arising from the disposition of the Collateral after deducting expenses incurred by Collateral Agent will be applied to the Secured Obligations in the order determined by Collateral Agent, subject to the terms of any intercreditor or subordination agreement between Senior Lender and Subordinated Creditor. If any excess remains after the discharge of all of the Secured Obligations, the same will be paid to Debtor or as required by law. If after exhausting all of the Collateral, there should be a deficiency, Debtor will be liable therefor to Collateral Agent; provided, however, that nothing contained herein will obligate Collateral Agent to proceed against the Collateral prior to making a claim against Debtor or any other party obligated under the Secured Obligations or prior to proceeding against any other collateral for the Secured Obligations.
- 14.4 Whenever notice is required by law to be sent by Collateral Agent to Debtor of any sale, lease or other disposition of the Collateral, five days written notice sent to Debtor's address set forth herein for notices will be reasonable.
- 14.5 The rights and remedies provided herein are cumulative and are not exclusive of any other rights or remedies provided by applicable law.
15. **Enforcement Actions.** To the extent permitted by applicable law, Collateral Agent may, but will in no way be obligated to, bring suit in its own name to enforce the Collateral and any license thereunder. If Collateral Agent elects to bring any such suit in its own name, Debtor will at the request of Collateral Agent do any and all lawful acts and execute any and all proper documents required by Collateral Agent in aid of such enforcement, including but not limited to joining with Collateral Agent in the commencement and maintenance of such suit, and agreeing to be named as a party therein, and Debtor will promptly, upon demand, reimburse and indemnify Collateral Agent for all costs and expenses incurred by Collateral Agent in the exercise of its rights under this Section.

16. **Collateral Agent's Duties.** The powers conferred on Collateral Agent hereunder are solely to protect the interest of Collateral Agent in the Collateral, and will not impose any duty upon Collateral Agent to exercise any such powers. Except for the same custody of any Collateral in Collateral Agent's possession and the accounting for moneys actually received by Collateral Agent hereunder, Collateral Agent will have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against other parties or any other rights pertaining to any Collateral. Collateral Agent will be deemed to have exercised reasonable care in the custody and preservation of the Collateral in its possession if such Collateral is accorded treatment substantially equal to that which Collateral Agent accords its own similar property.
17. **Obligations, Indemnifications, and Expenses.** If Debtor fails to comply with any of its obligations hereunder, Collateral Agent may, but will not be obligated to, do so at the expense of Debtor. To the extent that Collateral Agent incurs any costs or expenses in protecting or enforcing its rights in the Collateral or observing or performing any of the conditions or obligations of Debtor hereunder, including but not limited to reasonable attorneys' fees and the costs and expenses of litigation, such costs and expenses will be due on demand, will be included in the indebtedness secured hereby and will bear interest from the incurring or payment thereof at the highest Default Rate as defined in any of the Secured Obligations. Debtor will indemnify and hold Collateral Agent harmless against (a) all expenses, liabilities, losses and damages that Collateral Agent may incur under the Collateral or under or by reason of this Agreement, and (b) all claims and demands whatsoever that may be asserted against Collateral Agent by reason of this Agreement or any act of Collateral Agent under this Agreement or under any of the Collateral.
18. **Collateral Agent's Power of Attorney.** Debtor hereby irrevocably constitutes and appoints Collateral Agent, and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Debtor or in its name, from time to time in Collateral Agent's discretion for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, Debtor hereby gives Collateral Agent the power and right, on behalf of Debtor, either before or after an Event of Default, and without notice to or assert by Debtor, to do the following:
- 18.1 to receive payment of, endorse, and receipt for, any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of the Collateral;
- 18.2 to commence and prosecute any suits, actions or proceeding at law or in equity in any court of competent jurisdiction to collect any of the Collateral and to enforce any other right in respect of the Collateral;
- 18.3 to settle, compromise or adjust any suit, action or proceeding described above, and, in connection therewith, to give such discharges or releases as Collateral Agent may deem appropriate;

- 18.4 to execute, in connection with the sale provided for in Section 14 hereof, any endorsement, assignments or other instruments of conveyance or transfer with respect to the Collateral; and
- 18.5 generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Collateral Agent were the absolute owner thereof for all purposes, and to do, at Collateral Agent's option, at any time, or from time to time, all acts and things which Collateral Agent deems necessary to protect or preserve the Collateral and Collateral Agent's security interest and rights therein in order to effect the intent of this Agreement, all as fully and effectively as Debtor might do.

Debtor hereby ratifies all that such attorneys will lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest, will be irrevocable and will terminate only upon payment in full of the Secured Obligations and the termination of all financing arrangements relating thereto and this Agreement. The powers conferred upon Collateral Agent hereunder are solely to protect Collateral Agent's interests in the Collateral and will not impose any duty upon it to exercise any such powers. Collateral Agent will have no obligation to preserve any rights of any third parties in the Collateral or to perform any duties or obligations of any Debtor under or with respect to any of the Collateral. Collateral Agent will be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it, any of its affiliates nor any of its agents will be responsible to Debtor for any action taken or omitted to be taken in good faith or in reliance on the advice of counsel except for its own gross negligence or willful misconduct.

19. **General.**

- 19.1 **Waiver.** No delay or omission on the part of Collateral Agent to exercise any right or power arising from any default or Event of Default will impair any such right or power or be considered a waiver of any such right or power or a waiver of any such default or Event of Default or an acquiescence therein nor will the action or non-action of Collateral Agent in case of such Default or Event of Default impair any right or power arising as a result thereof or affect any subsequent default or any other default of the same or a different nature.
- 19.2 **Notices.** All notices, demands, requests, consents, approvals and other communications required hereunder will be given in the manner specified in the Senior Loan Agreement (or in no longer in effect, the Subordinated Credit Agreement).
- 19.3 **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of Debtor and Collateral Agent and their respective successors and assigns; provided, however, that Debtor may not assign this Agreement in whole or in part without the prior written consent of Collateral Agent, and Collateral Agent at any time may assign this Agreement in whole or in part. All references

herein to "Debtor" and "Collateral Agent" will be deemed to apply to Debtor and Collateral Agent and their respective heirs, administrators, successors and assigns.

- 19.4 Modifications.** No modification or waiver of any provision of this Agreement nor consent to any departure by Debtor therefrom, will be established by conduct, custom, or course of dealing; and no modification, waiver or consent will in any event be effective unless the same is in writing and specifically refers to this Agreement, and then such waiver or consent will be effective only in the specific instance and for the purpose for which given. No notice to or demand on Debtor in any case will entitle Debtor to any other or further notice or demand in the same, similar or other circumstance.
- 19.5 Joint and Several Obligations.** If this Security Agreement is executed by one or more person or entity as the "Debtor," the obligations of such persons or entities will be joint and several. Unless otherwise specified herein, any reference to "Debtor" will mean each such person or entity executing this Security Agreement individually and all of such persons or entities collectively.
- 19.6 Illegality.** If fulfillment of any provision hereof or any transaction related hereto or of any provision of this Agreement, at the time performance of such provision is due, involves transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled will be reduced to the limit of such validity.
- 19.7 Gender, etc.** Whenever used herein, the singular number will include the plural, the plural the singular and the use of the masculine, feminine or neuter gender will include all genders.
- 19.8 Headings.** The headings in this Agreement are for convenience only and will not limit or otherwise affect any of the terms hereof.
- 19.9 Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.
- 19.10 Definitions.** Capitalized terms used in the Exhibits hereto and herein and not otherwise defined will be given the definitions set forth in the Senior Loan Agreement (or if no longer in effect, the Subordinated Credit Agreement), and if not defined therein, in the Uniform Commercial Code in force and effect in the State indicated in the Governing Law section of this Agreement
- 19.11 Governing Law.** This Agreement has been delivered and accepted at and will be deemed to have been made at Cincinnati, Ohio and will be interpreted and the

rights and liabilities of the parties hereto determined in accordance with the laws of the State of Ohio, without regard to conflicts of law principles.

19.12 **Jurisdiction.** *Debtor hereby irrevocably agrees and submits to the exclusive jurisdiction of any state or federal court located within Hamilton County, Ohio, or, at the option of Collateral Agent in its sole discretion, of any state or federal court(s) located within any other county, state or jurisdiction in which Collateral Agent at any time or from time to time chooses in its sole discretion to bring an action or otherwise exercise a right or remedy, and Debtor waives any objection based on forum non conveniens and any objection to venue of any such action or proceeding.*

19.13 **Waiver of Jury Trial.** *The parties hereto each waive any right to trial by jury in any action or proceeding relating to this Agreement, the Secured Obligations, the Collateral, or any actual or proposed transaction or other matter contemplated in or relating to any of the foregoing.*

Signed as of September 6, 2007.

DEBTOR:

RICHARDS INDUSTRIES, INC.

By: *Bruce A. Bichter*
Print Name: Bruce A. Bichter
Title: President

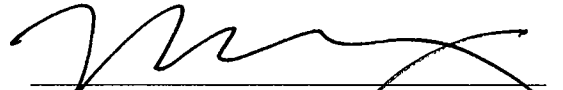
COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION

By: *Paul Souleyrette*
Print Name: Paul Souleyrette
Title: V.P.

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this September 5th, 2007 by Bruce Broxterman, the duly authorized President of Richards Industries, Inc., an Ohio corporation, on behalf of the corporation.



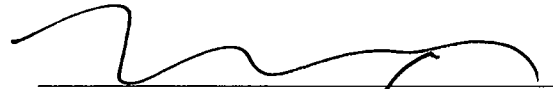
Notary Public
My commission expires: _____



MICHAEL JOHN O'GRADY, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03

STATE OF OHIO)
) SS.
COUNTY OF HAMILTON)

The foregoing instrument was acknowledged before me this September 5th, 2007 by PAUL SOULEYROLTE, the duly authorized VICE PRESIDENT of U.S. BANK NATIONAL ASSOCIATION, a national banking association, on behalf of the association.



Notary Public
My commission expires: _____



MICHAEL JOHN O'GRADY, Attorney at Law
Notary Public, State of Ohio
My Commission has no expiration date.
Section 147.03

SCHEDULE A

Trademarks

COUNTRY	REFERENCE# <i>Next Action Due (Original)</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
BESTOBELL							
CH INA	R1101-GN001-22 6/17/2007	12/17/2004 STATUS CHECK	4,421,430			PENDING	06
BESTOBELL (IN CHINESE CHARACTERS)							
CH INA	R1101-GN001-23 6/17/2007	12/17/2004 STATUS CHECK	4,421,429			PENDING	06
BESTOBELL STEAM							
I NDIA	R1101-GN001-31 6/16/2007	STATUS CHECK	1,287,581			PENDING	06
BESTOBELL STEAM TRAPS							
EUROPEAN UN ION	R1101-GN001-6 6/22/2007	9/22/2004 STATUS CHECK	4039459	11/10/2005	4039459	REGISTERED	06,07
HEX							
CH INA	R1101-GN001-19 6/20/2007	12/20/2004 STATUS CHECK	4,424,377			PENDING	06
I NDIA	R1101-GN001-30 6/2/2007	STATUS CHECK	1,287,580	6/2/2004	1,287,580	REGISTERED	06
HEX (IN CHINESE CHARACTERS)							
CH INA	R1101-GN001-18 6/17/2007	12/17/2004 STATUS CHECK	4,421,426			PENDING	06
HEX VALVE							
EUROPEAN UN ION	R1101-GN001-7	9/22/2004	4039401			ABANDONED	06,07
EUROPEAN UN ION	R1101-GN001-27 6/4/2007	7/4/2005 STATUS CHECK	4,525,689	6/26/2006	4,525,689	REGISTERED	06,07
JORDAN							
CH INA	R1101-GN001-26 6/17/2007	12/17/2004 STATUS CHECK	4,421,433			PENDING	06
EUROPEAN UN ION	R1101-GN001-5 6/22/2007	9/22/2004 STATUS CHECK	4039426	11/10/2005	4039426	REGISTERED	06,07
UN ITED STATES	R1101-GN001-28 8/20/2013	7/16/1962 RENEWAL	72/149,127	8/20/1963	754,893	REGISTERED	06
JORDAN (IN CHINESE CHARACTERS)							
CH INA	R1101-GN001-1 6/23/2007	11/23/1993 STATUS CHECK	93,114,129	9/14/1995	765902	REGISTERED	07
JORDAN VALVE							
I NDIA	R1101-GN001-29 6/16/2007	STATUS CHECK	1,287,579			PENDING	06
LOWFLOW							
UN ITED STATES	R1101-GN001-2 6/4/2007	4/4/1994 STATUS CHECK	74/508,497	12/12/1995	1,941,712	REGISTERED	009

Trademark Report by Mark

Printed: 3/19/2007 Page 2
STATUS CLASSES

COUNTRY	REFERENCE# <i>Next Action Due (Original)</i>	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
MARWIN							
CH INA	R1101-GN001-21 6/17/2007	12/17/2004 STATUS CHECK	4,421,428			PENDING	06
I NDIA	R1101-GN001-32 6/16/2007	STATUS CHECK	1,287,582			PENDING	06
MARWIN (IN CHINESE CHARACTERS)							
CH INA	R1101-GN001-20 6/17/2007	12/17/2004 STATUS CHECK	4,421,427			PENDING	06
MARWIN BALL VALVES							
EUROPEAN UN ION	R1101-GN001-4 6/22/2007	9/22/2004 STATUS CHECK	4039475	11/10/2005	4039475	REGISTERED	06,07

STERIFLOW

CHINA	R1101-GN001-25 6/17/2007	12/17/2004 STATUS CHECK	4,421,432			PENDING	06
EUROPEAN UNION	R1101-GN001-8 6/22/2007	9/22/2004 STATUS CHECK	4039392	11/10/2005	4039392	REGISTERED	06,07
INDIA	R1101-GN001-33 6/16/2007	STATUS CHECK	1,341,402			PENDING	11
INDIA	R1101-GN001-34 6/16/2007	STATUS CHECK	1,341,403			PENDING	11
UNITED STATES	R1101-GN001-3 6/16/2007	4/4/1994 STATUS CHECK	74/508,495	1/9/1996	1,947,510	REGISTERED	009
STERIFLOW (IN CHINESE CHARACTERS)							
CHINA	R1101-GN001-24 6/17/2007	12/17/2004 STATUS CHECK	4,421,431			PENDING	06

SCHEDULE B

Patents

Issued:

Country

Patent No.

Issue Date

Pending:

Country

Serial No.

Filing Date

SCHEDULE C

Copyrights

Copyright No.

Country

Pending

Country

SCHEDULE D

Trade Secrets

SCHEDULE E

Licenses

SCHEDULE F

Claims or Legal Actions

EXHIBIT A

Not to be recorded.

EXHIBIT B

Not to be recorded.