

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bacharach Acquisition Corp.		09/11/2007	CORPORATION:

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Madison Capital Funding LLC
<b>Street Address:</b>	30 South Wacker Drive
<b>Internal Address:</b>	Suite 3700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60606
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:

**PROPERTY NUMBERS Total: 25**

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:	1335241	FYRITE
Registration Number:	0930489	FYRITE
Registration Number:	0663124	GAS-POINTER
Registration Number:	2884527	HI FLOW
Registration Number:	2737327	HUNTER
Registration Number:	1831938	LEAKATOR
Registration Number:	0678060	MONOXOR

**OP \$640.00 1672413**

Registration Number:	1667152	NONOXOR
Registration Number:	1660313	OXOR
Registration Number:	2154278	PCA
Registration Number:	2553818	PUP
Registration Number:	0782391	SNIFFER
Registration Number:	2201189	SNIFIT
Registration Number:	1600597	TEMPOINT
Registration Number:	1081591	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: (312)863-7807  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3128637233  
Email: rena.kollias@goldbergkohn.com  
Correspondent Name: rena kollias  
Address Line 1: 55 East Monroe  
Address Line 2: Suite 3300  
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	4975.137
NAME OF SUBMITTER:	Rena Kollias
Signature:	/renakollias/
Date:	11/06/2007

Total Attachments: 7  
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of September 11, 2007, by BACHARACH ACQUISITION CORP., a Delaware corporation ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as agent ("Agent") for Lenders (as hereinafter defined).

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of even date herewith by and among Grantor as Borrower, Agent and the financial institutions ("Lenders") from time to time party thereto (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make Loans and to issue Letters of Credit for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Guarantee and Collateral Agreement dated as of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Collateral Agreement"); and

WHEREAS, pursuant to the Collateral Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority 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 (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BACHARACH ACQUISITION CORP.**, a Delaware corporation

By: *Daniel A. Strafzace*  
Name: Daniel A. Strafzace  
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

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

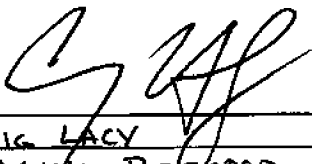
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**BACHARACH ACQUISITION CORP.**, a Delaware corporation

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

ACCEPTED AND ACKNOWLEDGED BY:

**MADISON CAPITAL FUNDING LLC,**  
as Agent

By:  \_\_\_\_\_  
Name: CRAIG LACY  
Title: MANAGING DIRECTOR

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
BACHARACH	1,672,413	21-JAN-1992
BACHARACH & Design	1,645,331	21-MAY-1991
DRAFT-RITE ( <i>stylized</i> )	347,909	13-JUL-1937
FLORET	1,526,682	28-FEB-1989
FLORITE ( <i>stylized</i> )	551,209	27-NOV-1951
FLUOROMIZER	3,211,192	20-FEB-2007
FYRITE	1,335,241	14-MAY-1985
FYRITE	930,489	7-MAR-1972
GAS-POINTER	663,124	17-JUN-1958
HI FLOW	2,884,527	14-SEP-2004
HUNTER	2,737,327	15-JUL-2003
LEAKATOR	1,831,938	19-APR-1994
MONOXOR	678,060	5-MAY-1959
NONOXOR	1,667,152	3-DEC-1991
OXOR	1,660,313	8-OCT-1991
PCA	2,154,278	28-APR-1998
PUP	2,553,818	26-MAR-2002
SNIFFER	782,391	29-DEC-1964
SNIFIT	2,201,189	3-NOV-1998
TEMPOINT	1,600,597	12-JUN-1990
TEMPOINT ( <i>stylized</i> )	1,081,591	10-JAN-1978
THE INFORMANT	2,548,288	12-MAR-2002
TLV SNIFFER	1,039,158	11-MAY-1976
TRU POINTE	2,968,338	12-JUL-2005
TRUE-SPOT ( <i>stylized</i> )	552,975	8-JAN-1952

**FOREIGN TRADEMARK REGISTRATIONS**

<b>Mark</b>	<b>Country</b>	<b>Registration Number</b>	<b>Registration Date</b>
BACHARACH	Argentina	1983147	14-JUN-2004
BACHARACH	Australia	588054	11-NOV-1993
BACHARACH	Benelux	R522166	13-OCT-1992
BACHARACH	Brazil	817043268	14-NOV-1995
BACHARACH	Canada	428,982	17-JUN-1994
BACHARACH	Colombia	173,012	30-DEC-1994
BACHARACH	Denmark	7411/1995	3-NOV-1995
BACHARACH	France	1462415	27-APR-1988
FYRITE	France	1462417	27-APR-1988
MONOXOR	France	1265541	16-MAR-1984
SNIFFER	France	1462419	27-APR-1988
TRUE SPOT	France	1462421	27-APR-1988
BACHARACH	Germany	2046922	13-OCT-1993
BACHARACH	Italy	1008127	18-MAY-2006
BACHARACH	Japan	3157705	31-MAY-1996
BACHARACH	Malaysia	92/07453	30-APR-1997
BACHARACH	Mexico	443907	11-Oct-1993
BACHARACH	Philippines	62341	9-JAN-1996
BACHARACH	Singapore	T9208089B	20-OCT-1992
BACHARACH	South Korea	400281907	20-DEC-1993
BACHARACH	Spain	1732263	6-SEP-1993
TRUE-SPOT ( <i>stylized</i> )	Sweden	87621	31-JUL-1959
FYRITE ( <i>stylized</i> )	Sweden	87640	31-JUL-1959
BACHARACH	Switzerland	404129	22-OCT-1992
BACHARACH	Taiwan	623,014	1-DEC-1993
BACHARACH	Thailand	Kor 18002	9-JUL-1993
BACHARACH	United Kingdom	1514871	10-JUN-1994
FYRITE	United Kingdom	805460	6-MAY-1960
MONOXOR	United Kingdom	805461	6-MAY-1960
TRUE-SPOT	United Kingdom	805464	6-MAY-1960



**TRADEMARK LICENSES**

None.