

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Second Priority Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDC Vacuum Products, LLC		12/09/2005	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	D.B. Zwirn Special Opportunities Fund, L.P., as Collateral Agent		
Street Address:	745 Fifth Avenue, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2528986	RE-VAP	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	038940-0002		
NAME OF SUBMITTER:	Rhonda DeLeon		
Signature:	/Rhonda DeLeon/		
Date:	02/11/2008		

OP \$40.00 2528986

Total Attachments: 7

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SECOND PRIORITY TRADEMARK SECURITY AGREEMENT

“The liens and security interests securing the indebtedness and other obligations incurred or arising under or evidenced by this instrument and the rights and obligations evidenced hereby with respect to such liens and security interests are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, referred to in this paragraph as the “Intercreditor Agreement”), dated as of December 9, 2005 among MDC VACUUM PRODUCTS, LLC, a Delaware limited liability company (“Company”) and MDC HOLDING INVESTMENTS, LLC, a Delaware limited liability company (referred to in this paragraph as “Holdings”; each of Company, Holdings and each other person who guarantees, or otherwise grants a lien or security interest on its assets to secure a Tranche B Obligation is referred to in this paragraph as a “Credit Party” and, collectively, as the “Credit Parties”), D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., a Delaware limited partnership (“DBZ”), acting in its capacity as Administrative Agent, Asset Based Collateral Agent, Tranche A Collateral Agent and Tranche B Collateral Agent, to the liens and security interests securing indebtedness (including interest) owed by the Credit Parties pursuant to that certain Credit Agreement as defined below, as such Credit Agreement has been and hereafter may be amended, restated, supplemented or otherwise modified from time to time as permitted under the Intercreditor Agreement; and each party to this instrument hereby acknowledges that it is bound by the provisions of the Intercreditor Agreement”.

This SECOND PRIORITY TRADEMARK SECURITY AGREEMENT (as amended, supplemented or otherwise modified from time to time) (this "Agreement"), dated as of December 9, 2005, is entered into by EACH OF THE UNDERSIGNED (collectively, the "Grantors") in favor of D.B. Zwirn Special Opportunities Fund, L.P., as Tranche B Collateral Agent for the Secured Parties (the "Collateral Agent").

WHEREAS, reference is made to that certain Credit and Guaranty Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among MDC VACUUM PRODUCTS, LLC, a Delaware limited liability company ("Borrower"), MDC HOLDING INVESTMENTS, LLC, a Delaware limited liability company ("Holdings") as Guarantor, the Lenders party thereto from time to time, and D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., as Administrative Agent (in such capacity, "Administrative Agent") and Collateral Agent;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the Tranche B Term Loans to Borrower under the Credit Agreement that the Grantors shall have executed and delivered that certain Second Priority Pledge and Security Agreement, dated as of December 9, 2005, in favor of the Collateral Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Pledge and Security Agreement"); and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Collateral Agent hereby agree as follows:

SECTION 1. DEFINED TERMS. Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title, and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, state, and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule A hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and any Trademark Licenses;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit;

provided that notwithstanding any other provision set forth in this Section 2, this Trademark Security Agreement shall not, at any time, constitute a grant of a security interest in any property that is, at such time: an application to register a Trademark in the U.S. Patent and Trademark Office based on a Grantor's "intent to use" such Trademark, and *provided further* that at such time a Statement of Use or Amendment to Allege Use is filed therein such Trademark application shall be considered automatically included in the Trademark Collateral.

SECTION 3. PRECEDENCE. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Parties under the Pledge and Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Pledge and Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

SECTION 4. RECORDATION. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. MODIFICATION OF AGREEMENT. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Pledge and Security Agreement pursuant to which the Collateral Agent may modify this Agreement,

after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

SECTION 6. GENERAL.

(a) Governing Law. **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, INCLUDING, WITHOUT LIMITATION, SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW AND RULE 327(b) OF THE NEW YORK CIVIL PRACTICE LAW AND RULES.**

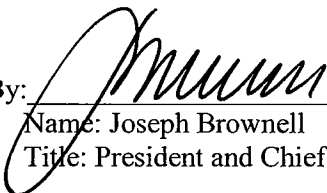
(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Secured Parties and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Collateral Agent given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

(c) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

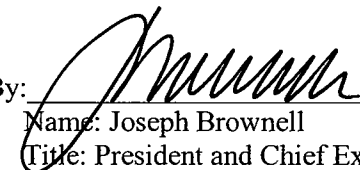
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IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

MDC VACUUM PRODUCTS, LLC

By: 
Name: Joseph Brownell
Title: President and Chief Executive Officer

MDC HOLDING INVESTMENTS, LLC

By: 
Name: Joseph Brownell
Title: President and Chief Executive Officer

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.,
a Delaware limited partnership,

By: D.B. Zwirn Partners, LLC, its general partner

By: Zwirn Holdings, LLC, its managing member
as Tranche B Collateral Agent

By: _____
Name: Perry A. Gruss
Title: Chief Financial Officer

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered as of the date first above written.

MDC VACUUM PRODUCTS, LLC

By: _____
Name:
Title:

MDC HOLDING INVESTMENTS, LLC

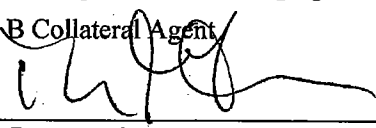
By: _____
Name:
Title:

D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.,
a Delaware limited partnership,

By: D.B. Zwirn Partners, LLC, its general partner

By: Zwirn Holdings, LLC, its managing member

as Tranche B Collateral Agent

By: 
Name: Perry A. Gruss
Title: Chief Financial Officer

SECOND PRIORITY TRADEMARK SECURITY AGREEMENT

I. U.S. REGISTERED TRADEMARKS

MDC VACUUM PRODUCTS CORPORATION

Trademark	Registrant ¹	Country	Reg. No. (App. No.)	Reg. Date (App. Date)
RE-VAP	MDC Vacuum Products Corporation	U.S.	2,528,986 (75/841,120)	January 15, 2002 (November 4, 1999)

¹ For trademarks registered to MDC Vacuum Products Corporation, appropriate assignment documents are intended to be filed with the U.S. Patent and Trademark Office in connection with the closing of the transactions contemplated by the Acquisition Agreement to formally register the trademarks in the name of MDC Vacuum Products, LLC.