

**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
Emerging Acquisitions, LLC		02/15/2008	LIMITED LIABILITY COMPANY: OREGON

**RECEIVING PARTY DATA**

Name:	Caltius Partners III, LP, as Agent
Street Address:	11766 Wilshire Boulevard
Internal Address:	Suite 850
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2126662	BHS DEBRIS ROLL SCREEN
Registration Number:	2194070	BHS BAG BREAKER
Registration Number:	2196243	OCC SEPARATOR
Registration Number:	2220890	BHS NEWSORTER
Registration Number:	2257670	BHS HI-GRADER
Registration Number:	2964692	BHS BULK HANDLING SYSTEMS
Registration Number:	2964693	BHS DE-INKING SCREEN

**CORRESPONDENCE DATA**

Fax Number: (303)592-3140  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 303-592-3128  
 Email: katherine.duplay@bartlit-beck.com  
 Correspondent Name: Katherine E. Duplay

OP \$190.00 2126662

Address Line 1: Bartlit Beck et al., 1899 Wynkoop Street  
Address Line 2: 8th Floor  
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:

751.003

NAME OF SUBMITTER:

Michael A. Kane

Signature:

/Michael A. Kane/

Date:

05/13/2008

Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Agreement*"), dated as of February 15, 2008, is between Emerging Acquisitions, LLC, an Oregon limited liability company d/b/a Bulk Handling Systems (the "*Grantor*"), and Caltius Partners III, LP ("*CP III*"), in its capacity as agent for certain lenders under the Investment Agreement referred to below (together with its successors and assigns, the "*Secured Party*").

### WITNESSETH:

A. WHEREAS, the Grantor is a party to that Investment Agreement, dated as of February 15, 2008 with CP III and Caltius Partners Executive III, LP ("*CPE III*" and together with CP III, "*Caltius*") (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "*Investment Agreement*"), pursuant to which Caltius has agreed, subject to the terms and conditions set forth therein, to make an investment in the Borrower of \$9,500,000 in the aggregate (the "*Investment*").

WHEREAS, in connection with the Investment Agreement, the Grantor and the Secured Party are parties to that certain Security Agreement dated as of February [ ], 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), pursuant to which the Grantor granted to the Secured Party a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located to secure the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, of all Obligations (as defined in the Investment Agreement);

WHEREAS, the parties to the Investment Agreement contemplate and intend that the Secured Party shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Investment Agreement) shall occur and be continuing, the right to exercise its remedies under the Investment Agreement in connection with all of the Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS, pursuant to the Investment Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

### ***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**Section 2. Grant of Security Interest in Trademarks**

The Grantor hereby grants to the Secured Party a security interest in and continuing lien on, all of the Grantor's right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral").

**Section 3. Security for Obligations**

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of all Obligations.

**Section 4. Security Agreement**

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party, on behalf of and for the ratable benefit of the Holders of Notes (as such terms are defined in the Investment Agreement), pursuant to the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

**Section 5. Recordation**

The Grantor hereby authorizes and requests that the Commissioner of Patent and Trademarks and any other applicable United States government officer record this Agreement.

**Section 6. Miscellaneous**

This Agreement shall be governed by, and construed in accordance with the laws of the State of California (excluding conflicts of laws provisions).

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

GRANTOR:

EMERGING ACQUISITIONS, LLC

By: 

Name: Steven A. Miller

Title: Manager

SECURED PARTY:

CALTUS PARTNERS III, LP

By: CPIII, LP, its general partner

By: \_\_\_\_\_

Name: Michael A. Kane

Title: Managing Director

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

GRANTOR:

EMERGING ACQUISITIONS, LLC

By: \_\_\_\_\_

Name: Steven A. Miller

Title: Manager

SECURED PARTY:

CALTUS PARTNERS III, LP

By: CPIII, LP, its general partner

By:  \_\_\_\_\_

Name: Michael A. Kane

Title: Managing Director

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
BHS Debris Roll Screen®	2,126,662	1/6/1998
BHS Bag Breaker®	2,194,070	10/6/1998
BHS OCC Separator®	2,196,243	10/13/1998
BHS NewSorter®	2,220,890	1/26/1999
BHS Hi-Grader®	2,257,670	1/29/1999
BHS Bulk Handling Systems®	2,964,692	7/5/2005
BHS De-Inking Screen®	2,964,693	7/5/2005