

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Alden Industries, Inc.		06/09/2008	CORPORATION: DELAWARE
PVI Industries, LLC		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
Riverside Hydronics, LLC		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
CSXT Sales, LLC		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
Webster Engineering & Manufacturing Co.		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	First American Bank
<b>Street Address:</b>	1650 Louis Avenue
<b>City:</b>	Elk Grove Village
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60601-1818
<b>Entity Type:</b>	Banking corporation: ILLINOIS

**PROPERTY NUMBERS Total: 27**

Property Type	Number	Word Mark
Registration Number:	1027854	PVI
Registration Number:	1027855	A WORLD OF HOT WATER
Registration Number:	1033757	A WORLD OF HOT WATER PVI
Registration Number:	1039189	GLASHIELD
Registration Number:	1039188	NICKELSHIELD
Registration Number:	1098698	HI-VET
Registration Number:	1224119	COPPERGLAS
Registration Number:	1273428	FIREPOWER

OP \$690.00 1027854

Registration Number:	1370002	TURBOPOWER
Registration Number:	1290884	THERMOPOWER
Registration Number:	1441985	COPPERSHIELD
Registration Number:	1564319	SUPERTANK
Registration Number:	1652715	AVA DUTY HONOR PRIDE
Registration Number:	1641178	DURAWATT
Registration Number:	1641177	FLEXCOIL
Registration Number:	1797704	VENTURA
Registration Number:	2055966	QUICKDRAW
Registration Number:	2018305	SCALEGUARD
Registration Number:	2087355	POWER VT
Registration Number:	2718006	SANISTEEL
Registration Number:	3079019	PLATINUM
Registration Number:	2880128	PRIMERA
Registration Number:	3074929	TEMPTRAC
Registration Number:	3184588	EMBLEM
Registration Number:	2205467	SPIT FIRE
Registration Number:	2925629	RIVERSIDE HYDRONICS
Serial Number:	78533453	MONARCH

**CORRESPONDENCE DATA**

Fax Number: (312)698-4556  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3126412096  
Email: ehochstatter@mcguirewoods.com  
Correspondent Name: Clayton Stallbaumer, McGuireWoods LLP  
Address Line 1: 77 W. Wacker Drive  
Address Line 2: Suite 4100  
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2035541-0024
NAME OF SUBMITTER:	Clayton Stallbaumer
Signature:	/Clayton Stallbaumer/
Date:	06/20/2008

Total Attachments: 13

source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page1.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page2.tif

**TRADEMARK**

**REEL: 003800 FRAME: 0304**

source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page3.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page4.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page5.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page6.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page7.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page8.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page9.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page10.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page11.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page12.tif  
source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page13.tif

## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of June 9, 2008, by ALDEN INDUSTRIES, INC., a Delaware corporation ("*Alden*"); PVI INDUSTRIES, LLC, a Delaware limited liability company and a Subsidiary of Alden ("*PVI*"); RIVERSIDE HYDRONICS, LLC, a Delaware limited liability company and a Subsidiary of Alden ("*Riverside*"); PVI CSXT SALES, LLC, a Delaware limited liability company and a Subsidiary of Alden ("*CSXT*"); and WEBSTER ENGINEERING & MANUFACTURING CO., LLC, a Delaware limited liability company and a Subsidiary of Alden ("*Webster*" and, together with Alden, PVI, Riverside, and CSXT, the "*Grantors*" and each a "*Grantor*"), in favor of FIRST AMERICAN BANK, an Illinois banking corporation ("*Bank*").

### RECITALS:

A. The Grantors and Bank have entered into that certain Loan and Security Agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "*Loan Agreement*"), pursuant to which Bank may extend loans and other financial accommodations to the Grantors.

B. Pursuant to the terms of the Loan Agreement, each of the Grantors has granted to Bank a security interest in substantially all the assets of such Grantor, including all right, title, and interest of such 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 amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, each of the Grantors does hereby grant to Bank a continuing security interest in all of such 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 of such Grantor, including, without limitation, each trademark and trademark application of such Grantor referred to in *Schedule I* attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of such Grantor, including, without limitation, each trademark license of such Grantor listed on *Schedule I* attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule I* attached hereto, any trademark issued pursuant to a trademark application referred to in *Schedule I* attached hereto and any trademark licensed under any trademark license listed on *Schedule I* attached hereto (items (1) through (3) being herein collectively referred to as the "*Trademark Collateral*");
- (4) each patent and patent application of such Grantor, including, without limitation, each patent and patent application of such Grantor referred to in *Schedule II* attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

- (5) each patent license of such Grantor, including, without limitation, each patent license of such Grantor listed on *Schedule II* attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule II* attached hereto, any patent issued pursuant to a patent application referred to in *Schedule II* attached hereto and any patent licensed under any patent license listed on *Schedule II* attached 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 Bank pursuant to the Loan Agreement and subject to limitations set forth therein. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Bank 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, 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 Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

Each of the Grantors 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.

ALDEN INDUSTRIES, INC.,  
a Delaware corporation

By: [Signature]  
Name: Craig S. Adams  
Title: PRESIDENT

PVI INDUSTRIES, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Craig S. Adams  
Title: PRESIDENT

RIVERSIDE HYDRONICS, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Craig S. Adams  
Title: PRESIDENT

PVI CSXT SALES, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: Craig S. Adams  
Title: PRESIDENT

WEBSTER ENGINEERING & MANUFACTURING  
CO., LLC, a Delaware limited liability company

By: [Signature]  
Name: Craig S. Adams  
Title: MANAGER ASSISTANT SECRETARY

Acknowledged:

FIRST AMERICAN BANK,  
an Illinois banking corporation

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

Each of the Grantors 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.

ALDEN INDUSTRIES, INC.,  
a Delaware corporation

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

PVI INDUSTRIES, LLC,  
a Delaware limited liability company

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

RIVERSIDE HYDRONICS, LLC,  
a Delaware limited liability company

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

PVI CSXT SALES, LLC,  
a Delaware limited liability company

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

WEBSTER ENGINEERING & MANUFACTURING  
CO., LLC, a Delaware limited liability company

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

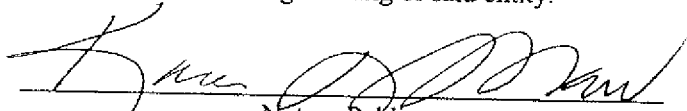
Acknowledged:

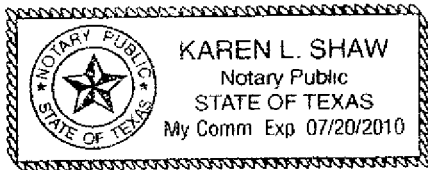
FIRST AMERICAN BANK,  
an Illinois banking corporation

By: Nathan R Webb  
Name: Nathan R Webb  
Title: J.P.

STATE OF Texas )  
 ) ss  
COUNTY OF Tarrant )

On this 4th day of June 2008, 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 Alden Industries, Inc., 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.

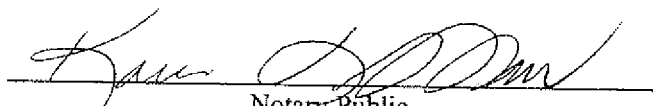
  
\_\_\_\_\_  
Notary Public

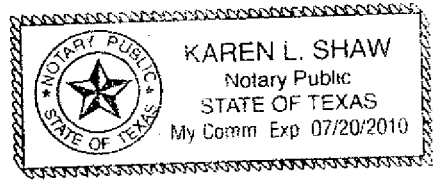




STATE OF Texas )  
COUNTY OF Tarrant ) ss

On this 4th day of June 2008, 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 PVI Industries, LLC, 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.

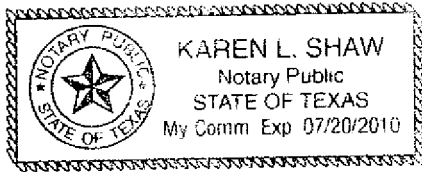
  
\_\_\_\_\_  
Notary Public



STATE OF Texas )  
COUNTY OF Tarrant ) ss

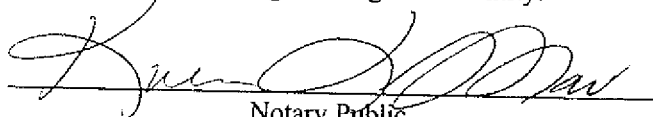
On this 4<sup>th</sup> day of June 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Riverside Hydronics, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

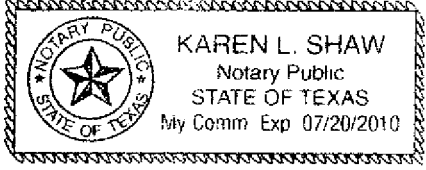
  
Notary Public



STATE OF Texas )  
 )  
COUNTY OF Tarrant ) ss  
 )

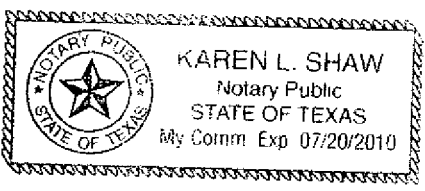
On this 4<sup>th</sup> day of June 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of PVI CSXT Sales, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

  
\_\_\_\_\_  
Notary Public



STATE OF Texas )  
 ) ss  
COUNTY OF Tarrant )

On this 4<sup>th</sup> day of June 2008, 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 Webster Engineering & Manufacturing Co., LLC, 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.



[Handwritten Signature]  
Notary Public

**SCHEDULE I**

*Trademarks, Trademark Applications, and Trademark Licenses*

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
PVI			1,027,854		12 December 1975
			1,027,855		12 December 1975
			1,033,757		17 January 1976
			1,039,189		11 May 1976
			1,039,188		11 May 1976
			1,098,698		08 August 1978
			1,224,119		18 January 1983
			1,273,428		10 April 1984
			1,370,002		12 November 1985
			1,290,884		21 August 1984
			1,441,985		08 June 1987
			1,564,319		09 November 1989
			1,642,715		30 April 1991
			1,641,178		16 April 1991
			1,641,177		16 April 1991
			1,797,704		12 October 1993
			2,055,966		22 April 1997
		2,018,305		19 November 1996	
		2,087,355		12 August 1997	
		2,718,006		20 May 2003	
		3,079,019		11 April 2006	
Riverside			2,880,128		31 August 2004
			3,074,929		28 March 2006

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Riverside	78533453		3,184,588	16 December 2004	12 December 2006
Webster			2,205,467		24 November 1998
Alden			2,925,629		08 February 2005

**SCHEDULE II**

*Patents, Patent Applications, and Patent Licenses*

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
PVI	3,947,950		06 April 1976	
	4,204,573		27 May 1980	
	4,254,826		10 March 1981	
	4,465,024		14 August 1984	
	4,938,204		03 July 1990	
	4,936,260		26 June 1990	
	4,545,329		08 October 1985	
	4,869,208		26 September 1989	
	4,968,066		06 November 1990	
	4,981,112		01 January 1991	
	5,220,887		22 June 1993	
	5,395,230		07 March 1995	
	5,666,944		16 September 1997	
	5,515,269		07 May 1996	
	5,437,249		01 August 1995	
	5,400,962		28 March 1995	
	5,479,913		02 January 1996	
	5,713,515		03 February 1998	
	5,666,943		16 September 1997	
	5,775,268		07 July 1998	
6,044,803		04 April 2000		
5,776,268		11 May 2004		
5,772,422		30 June 1998		

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application
PVI	5,509,877		23 April 1996	
	7,278,379		09 October 2007	
	D533,263			05 December 2006
	7,299,769	11/323,436	27 November 2007	30 December 2005
Riverside	6,810,836		02 November 2004	26 December 2007
	6,948,455		27 September 2005	