

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
Webster Engineering & Manufacturing Co.		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Merit Mezzanine Fund IV, L.P.		
Street Address:	303 West Madison Street		
Internal Address:	Suite 2100		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601-1818		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2205467	SPIT FIRE	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4556		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	/CJS/		

OP \$40.00 2205467

Date:

06/27/2008

Total Attachments: 5

source=WebEng-TM NofSI#page1.tif

source=WebEng-TM NofSI#page2.tif

source=WebEng-TM NofSI#page3.tif

source=WebEng-TM NofSI#page4.tif

source=WebEng-TM NofSI#page5.tif

NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS is made the 9th day of June 2008, by and between MERIT MEZZANINE FUND IV, L.P., a Delaware limited partnership ("Merit"), in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Lenders (as defined below), and WEBSTER ENGINEERING & MANUFACTURING CO., a Delaware limited liability company and wholly-owned subsidiary of Alden (as defined below) ("Webster").

Webster and the Collateral Agent acknowledge the following:

A. Pursuant to a Senior Subordinated Loan and Investment Agreement made and entered into as of the date hereof, (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms not otherwise defined herein have the meaning assigned to such term in the Loan Agreement) by and among Alden Industries, Inc., a Delaware corporation ("Alden"), PVI Industries, LLC, a Delaware limited liability company and wholly-owned subsidiary of Alden ("PVI"), Riverside Hydronics, LLC, a Delaware limited liability company and wholly-owned subsidiary of Alden ("Riverside"), PVI CSXT Sales, LLC, a Delaware limited liability company and wholly-owned subsidiary of Alden ("CSXT"), Webster (Webster, together with Alden, PVI, Riverside and CSXT are referred to herein, collectively, as the "Borrowers" and individually, as a "Borrower"), Merit, Merit Mezzanine Parallel Fund IV, L.P., a Delaware limited partnership ("Parallel"), and Thomas G. McCoy, an individual resident of Texas ("Mr. McCoy" and, together with Merit and Parallel, individually, a "Lender" and collectively, as the "Lenders"), the Borrowers have agreed to issue and sell, and the Lenders have agreed to buy, the Notes evidencing the Loans made by the Lenders to the Borrowers, and Alden has agreed to issue and sell, and Merit and Parallel have agreed to buy, the Warrants, on the terms and subject to the conditions set forth in the Loan Agreement.

B. Webster, the other Borrowers and the Collateral Agent have executed a Subordinated Security and Pledge Agreement dated as of the date hereof (the "Security Agreement").

C. Webster owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks have been granted by, or applications therefor are pending before, the United States Patent and Trademark Office.

D. Webster has granted to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in the Trademarks on the terms and conditions set forth in the Security Agreement.

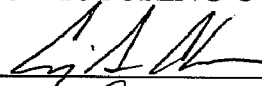
E. Pursuant to the Security Agreement, Webster has granted to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in and to all of the Trademarks and applications therefor, now owned or from time to time after the date hereof owned or acquired by Webster, and in and to all proceeds and benefits thereof.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Notice of Security Interest in Trademarks as of the date first written above.

WEBSTER ENGINEERING &
MANUFACTURING CO.

Address:
619 Industrial Road
Winfield, KS 67156

BY 
Name: CRAIG S. ADAMS
Title: MANAGER / ASSISTANT SECRETARY

MERIT MEZZANINE FUND IV, L.P.

BY MERIT CAPITAL PARTNERS
IV, L.P., its General Partner

BY MERIT CAPITAL PARTNERS
IV, L.L.C., its General Partner

Address:
303 West Madison Street, Suite 2100
Chicago, IL 60606

BY _____
Name: Timothy J. MacKenzie
Title: Managing Director

IN WITNESS WHEREOF, the parties have executed this Notice of Security Interest in Trademarks as of the date first written above.

WEBSTER ENGINEERING &
MANUFACTURING CO.

Address:
619 Industrial Road
Winfield, KS 67156

BY _____
Name: _____
Title: _____

MERIT MEZZANINE FUND IV, L.P.

BY MERIT CAPITAL PARTNERS
IV, L.P., its General Partner

BY MERIT CAPITAL PARTNERS
IV, L.L.C., its General Partner

Address:
303 West Madison Street, Suite 2100
Chicago, IL 60606


BY 
Name: Timothy J. MacKenzie
Title: Managing Director

EXHIBIT A
U.S. TRADEMARKS

Trademarks	Registration Number	Date Issued
Spit Fire	2,205,467	11/24/98