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To the Director of the U. S. Patent and Trademark Office, at the address or the new address(es) below.

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**1. Name of conveying party(ies):**

M.P. Pumps, Inc., a Michigan corporation

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance /Execution Date(s) :**

Execution Date(s) June 30, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Firsttrust Bank

Internal

Address: \_\_\_\_\_

Street Address: 15 East Ridge Avenue

City: Conshohocken

State: PA

Country: USA

Zip: 19428

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other banking assoc

Citizenship National  
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)  
N/A

B. Trademark Registration No.(s)  
915,436; 753,688; 752,026

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
FLOMAX; MP PUMPS & Design; PUMPAK & Design

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Catherine E. Wagner, Paralegal

Internal Address: \_\_\_\_\_

Street Address: c/o Dilworth Paxson LLP  
1735 Market Street, 3200 Mellon Bank Center

City: Philadelphia

State: PA Zip: 19103-7595

Phone Number: 215-575-7145

Fax Number: 215-575-7200

Email Address: cwagner@dilworthlaw.com

**6. Total number of applications and registrations involved:**

3

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$90.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_

Expiration Date

07/10/2008 00000059 915436

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

40.00 OP  
50.00 OP

**9. Signature:**

Signature

Date

Catherine E. Wagner

Name of Person Signing

ASSIGNMENTS DIV  
2008 JUL 10 AM 8:32

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 150, Alexandria, VA 22313-1450

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT dated June 30, 2008, made by M. P. PUMPS, INC., a Michigan corporation (the "Grantor"), and FIRSTRUST BANK (together with any successor thereto, the "Grantee"), a national banking association duly organized and validly existing under the laws of the United States of America.

M. P. PUMPS, INC., MP PUMPS ACQUISITION CORP. and Grantee have entered into a certain Loan Agreement dated the date hereof (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Loan Agreement or the Security Agreement referred to below.

In connection with the Loan Agreement, the Grantor and the Grantee entered into a Security Agreement dated the date hereof (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of Grantor's right, title, and interest in and to all Trademarks (as defined in the Security Agreement) of each Grantor, whether then owned or thereafter acquired or created by Grantor, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto (the "Trademark Collateral").

The parties desire to record Grantor's grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Grantee as follows:

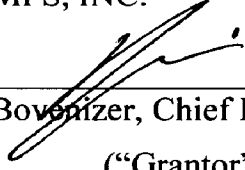
A. The Loan Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.

B. Grantor grants to the Grantee a lien on and security interest in all of its right, title and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

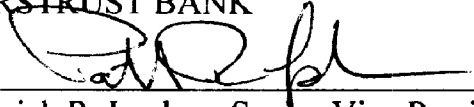
**[The remainder of this page is intentionally left blank].**

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



M. P. PUMPS, INC.

By   
David S. Bovenizer, Chief Executive Officer  
("Grantor")

ACCEPTED BY:

FIRSTTRUST BANK  
By   
Patrick R. Laphen, Senior Vice President  
("Lender")

SCHEDULE A  
TRADEMARK COLLATERAL

TRADEMARK	JURISDICTION	REG. NO.	REG. DATE	GOODS
FLOMAX	United States	915,436	June 22, 1971	Centrifugal pumps, in Class 007
 "MP PUMPS & Design"	United States	753,688	July 30, 1963	Rotary pumps for the bulk transfer of liquids, in Class 007
 "PUMPAK & Design"	United States	752,026	July 2, 1963	Engine-or motor-attachable centrifugal and rotary pump units, in Class 007

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