

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
M.P. Pumps Inc.		06/30/2008	CORPORATION: MICHIGAN
MP Pumps Acquisition Corporation		06/30/2008	CORPORATION: MICHIGAN
MPP Fluid Technology LLC		06/30/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Spring Capital Partners II L.P.
Street Address:	5 Radnor Corporate Center, 100 Matsonford Road
Internal Address:	Suite 520
City:	Radnor
State/Country:	PENNSYLVANIA
Postal Code:	19087
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	0915436	FLOMAX
Registration Number:	0753688	MP PUMPS
Registration Number:	0752026	PUMPAK

CORRESPONDENCE DATA

Fax Number: (610)371-8506
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 609 987 7050
 Email: ejs@stevenslee.com
 Correspondent Name: Elliott J. Stein
 Address Line 1: 600 College Road East
 Address Line 2: Suite 4400
 Address Line 4: Princeton, NEW JERSEY 08540

CH \$90.00 0915436

ATTORNEY DOCKET NUMBER:	103439.00001
NAME OF SUBMITTER:	Elliott J. Stein
Signature:	/varlawyer/
Date:	07/22/2008
Total Attachments: 4 source=Springcapital2#page1.tif source=Springcapital2#page2.tif source=Springcapital2#page3.tif source=Springcapital2#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated June 30, 2008 made by **MPP FLUID TECHNOLOGY LLC**, a Delaware limited liability company and sole stockholder of the Borrower (the "**Parent**"), **MP PUMPS ACQUISITION CORP.**, a Michigan corporation and wholly-owned subsidiary of the Parent (the "**Borrower**"), **M.P. PUMPS, INC.**, a Michigan corporation and a wholly owned subsidiary of the Borrower (the "**Target**") (Parent, Borrower and Target being each individually referred to herein as a "**Grantor**" and collectively as the "**Grantors**"), with each Parent and Borrower having an address at 130 Keystone Dive, Montgomeryville, Pennsylvania and with Target having its principal place of business at 34800 Bennett Drive, Fraser, Michigan, in favor of **SPRING CAPITAL PARTNERS II, L.P.**, a Delaware limited partnership (together with any successor thereto, the "**Grantee**") having an address at 5 Radnor Corporate Center, Suite 520, 100 Matsonford Road, Radnor, Pennsylvania for the Lender Parties and the other Secured Parties (each as defined in the Loan Agreement referred to below).

Grantors and Grantee have entered into a certain Securities Purchase Agreement dated the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Purchase Agreement**"). Capitalized terms not otherwise defined herein shall have the same meanings as specified therefor in the Purchaser Agreement or the Security Agreement referred to below.

In connection with the Purchase Agreement, the Grantors 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 each Grantor has granted to the Grantee a lien on and security interest in, inter alia, all of the Grantors' right, title, and interest in and to all Trademarks (as defined in the Security Agreement) of such Grantor, whether then owned or thereafter acquired or created by such Grantor, including, without limitation, the trademarks and trademark applications listed on Schedule A hereto (the "**Trademark Collateral**").

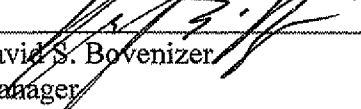
The parties desire to record the Grantors' grant of the security interest in the Trademark Collateral to the Grantee with the United States Patent & Trademark Office.

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

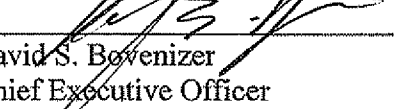
1. The Purchase Agreement and Security Agreement and their terms and provisions are incorporated herein in their entirety.
2. The Grantor grants to the Grantee a lien on and security interest in all of its right, title and interest in and to the Trademark Collateral and the goodwill of the business symbolized by the Trademark Collateral.

IN WITNESS WHEREOF, each Grantors 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.

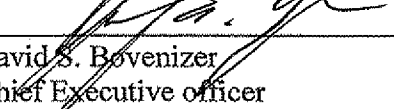
MPP FLUID TECHNOLOGY LLC

By 
Name: David S. Bovenizer
Title: Manager

MP PUMPS ACQUISITION CORP.

By 
Name: David S. Bovenizer
Title: Chief Executive Officer

M.P. PUMPS, INC.

By 
Name: David S. Bovenizer
Title: Chief Executive officer

Acknowledged and agreed to as of
the date first above written:

SPRING CAPITAL PARTNERS II, L.P.
By: **SPRING CAPITAL INVESTORS II, LLC,**
its General Partner

By _____
Name: Michael F. Donoghue
Title: Member

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Grantors 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.

MPP FLUID TECHNOLOGY LLC

By _____
Name: David S. Bovenizer
Title: Manager

MP PUMPS ACQUISITION CORP.

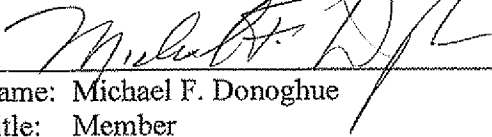
By _____
Name: David S. Bovenizer
Title: Chief Executive Officer

M.P. PUMPS, INC.

By _____
Name: David S. Bovenizer
Title: Chief Executive officer

Acknowledged and agreed to as of
the date first above written:



SPRING CAPITAL PARTNERS II, L.P.
By: **SPRING CAPITAL INVESTORS II, LLC,**
its General Partner

By 
Name: Michael F. Donoghue
Title: Member

[Signature Page to Trademark Security Agreement]

SCHEDULE "A"

TRADEMARK COLLATERAL

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