

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fisher-Klosterman, Inc.	FORMERLY FKI Acquisition Corp.	08/01/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 fountain Square Plaza		
Internal Address:	MD 10AT60		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2689237	BUELL	
Registration Number:	2648461	BUELL	
Registration Number:	1659563	FISHER-KLOSTERMAN, INC.	
Registration Number:	1660636	FK	
CORRESPONDENCE DATA			
Fax Number:	(202)533-9099		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-467-8856		
Email:	behogue@vorys.com, iplaw@vorys.com, iplaw@vorys.com		
Correspondent Name:	Richard S. Donnell		
Address Line 1:	1828 L Street, NW		
Address Line 2:	11th Floor		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		
ATTORNEY DOCKET NUMBER:	05252-173/0769/FISHERTRAD		

CH \$115.00 2689237

NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	08/29/2008
Total Attachments: 5 source=Trademark Security Agreement-08112008#page1.tif source=Trademark Security Agreement-08112008#page2.tif source=Trademark Security Agreement-08112008#page3.tif source=Trademark Security Agreement-08112008#page4.tif source=Trademark Security Agreement-08112008#page5.tif	

A FIFTH THIRD BANCORP BANK**FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 1, 2008 (the "Effective Date"), is entered into by and between FISHER-KLOSTERMAN, INC., formerly known as FKI ACQUISITION CORP., a Delaware corporation, whose principal place of business and mailing address is 3120 Forrer Street, Cincinnati, Ohio 45209 (hereinafter "Debtor"), and FIFTH THIRD BANK, an Ohio banking corporation (hereinafter sometimes "Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party") and is as follows:

Preliminary Statements

A. Debtor and Lender have entered into the Credit Agreement dated as of December 29, 2005 among Debtor, certain of Debtor's affiliates and Lender, as amended by the First Amendment to Credit Agreement dated as of June 8, 2006, the Second Amendment to Credit Agreement dated as of February 28, 2007, the Third Amendment to Credit Agreement dated as of February 29, 2008, and the Fourth Amendment to Credit Agreement (the "Fourth Amendment") dated as of even date herewith (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of February 29, 2008 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Trademark Security Agreement"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Patent Assignment and Security Agreement.

C. Debtor has acquired substantially all of the assets of Shideler, Inc., a California corporation formerly known as A.V.C. Specialists, Inc., as a result of the A.V.C. Acquisition (as defined in the Fourth Amendment).

D. It is a condition precedent to the effectiveness of the Fourth Amendment and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement that this Amendment be executed and delivered by Debtor to Lender.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Fourth Amendment and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** The Trademark Security Agreement is hereby amended as follows:

1.1 **Schedule I** to the Trademark Security Agreement is hereby amended in its entirety by substituting the document attached hereto as **Schedule I** in its stead.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect.

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

This Amendment is made and dated as of the Effective Date.

FIFTH THIRD BANK

**FISHER-KLOSTERMAN, INC., formerly
known as FKI ACQUISITION CORP.**

By: _____
Donald K. Mitchell, Vice President

By: *Dennis W. Blazer*
Dennis W. Blazer, Secretary
and Treasurer

STATE OF OHIO,
COUNTY OF Hamilton, SS:

I, Bruce C. Chiseck, a Notary Public, do hereby certify that Dennis W. Blazer, Secretary and Treasurer of Fisher-Klosterman, Inc., formerly known as FKI Acquisition Corp., a Delaware corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of Fisher-Klosterman, Inc.

Witness my hand and official seal, this the 1st day of August, 2008.

Bruce C. Chiseck
Notary Public

My commission expires:

6/18/10

This Amendment is made and dated as of the Effective Date.

FIFTH THIRD BANK

**FISHER-KLOSTERMAN, INC., formerly
known as FKI ACQUISITION CORP.**

By: 
Donald K. Mitchell, Vice President

By: _____
Dennis W. Blazer, Secretary
and Treasurer

STATE OF OHIO,
COUNTY OF _____, SS:

I, _____, a Notary Public, do hereby certify that Dennis W. Blazer, Secretary and Treasurer of Fisher-Klosterman, Inc., formerly known as FKI Acquisition Corp., a Delaware corporation, personally appeared before me this day and acknowledged the due execution of the foregoing instrument as his act and deed and as the act and deed of Fisher-Klosterman, Inc.

Witness my hand and official seal, this the ___ day of August, 2008.

Notary Public

My commission expires:

SCHEDULE I

REGISTERED TRADEMARKS

Jurisdiction	Mark #	Date Issued	Description
U.S.	2,689,237	2/18/03	drawing containing the stylized word "buell" with upper end of each "l" forming a 180 degree turn representing downward facing discharge chutes.
U.S.	2,648,461	11/12/02	"BUELL"
U.S.	1,659,563	10/8/91	"Fisher-Klosterman, Inc."
U.S.	1,660,636	10/15/91	"FK" and design
Canada	TMA 149,243	2/17/67	"BUELL"
Canada	TMA 388,808	9/6/91	"Fisher-Klosterman, Inc"

REGISTERED TRADEMARKS (EXPIRED)

Jurisdiction	Mark #	Date Issued	Description
U.S.	74,267,882	10/6/92	"The POWERCON"

NON-REGISTERED TRADEMARKS

Description
HOPPER HAMMER
RAPPERCON
PRECIPITATOR SUPERVISORY SYSTEM