

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GA Industries, LLC		08/14/2008	LIMITED LIABILITY COMPANY: DELAWARE
Rodney Hunt Company, Inc.		08/14/2008	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Credit Suisse
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2602196	CHECKTRONIC
Serial Number:	78954198	FLOWCENTRIC
Serial Number:	78954238	FLOCENTRIC
Serial Number:	77084760	CAM-SEAL
Registration Number:	0713757	BASCULE
Registration Number:	0696635	HOWELL-BUNGER
Registration Number:	1703090	HOWELL-BUNGER
Registration Number:	1681929	PELICAN
Registration Number:	1690051	RING-JET
Registration Number:	0564013	RODNEY HUNT
Registration Number:	1010664	RODNEY HUNT
Registration Number:	0696634	ROTOVALVE

OP \$440.00 2602196

Registration Number:	1720096	ROTOVALVE
Registration Number:	1796772	SCUBA
Registration Number:	1714993	STREAMSEAL
Serial Number:	76579310	SCU
Serial Number:	76579309	SURGE CHECK UNIT

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3016380511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: Attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	09/25/2008

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of April 14, 2008 (this "Agreement"), among GA Industries, LLC ("GA"), Rodney Hunt Company, Inc. ("Rodney" and, together with GA, the "Grantors") and Credit Suisse, as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Guarantee and Collateral Agreement dated as of July 21, 2006 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Chase Acquisition I, Inc. ("Holdings"), RBS Global, Inc. ("RBS" and successor in interest to Chase Merger Sub, Inc.), Rexnord LLC (successor to Rexnord Corporation) ("Rexnord" and, together with RBS, the "Borrowers"), the other parties from time to time party thereto and Credit Suisse (successor agent to Merrill Lynch Capital Corporation ("Merrill")), as the Collateral Agent and (b) the Credit Agreement dated as of July 21, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, RBS, Rexnord, the Lenders party thereto and Credit Suisse (as successor agent to Merrill), as administrative agent and collateral agent. Each Grantor is executing this Agreement in accordance with the requirements of the Security Agreement and in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Each Grantor is an affiliate of the Borrowers, will derive substantial benefits from the extension of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any

other country or any political subdivision thereof (except for "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of Lanham Act has been filed, to extent that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act), and all renewals thereof, including those listed on Schedule I (the "*Trademarks*"); and

(b) all goodwill associated with or symbolized by the Trademarks.

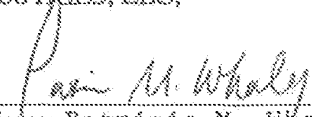
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

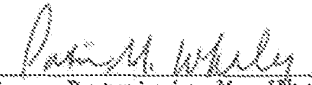
GA INDUSTRIES, LLC,

by


Name: Patricia M. Whaley
Title: Vice President &
General Counsel

RODNEY HUNT COMPANY, INC.,

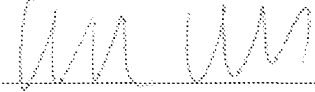
by


Name: Patricia M. Whaley
Title: Vice President &
General Counsel

[Trademark Agreement]

CREDIT SUISSE, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by



Name: Robert Hetu

Title: Managing Director



Name: Mikhail Faybusovich

Title: Vice President

[Trademark Agreement]

[[00664]]

TRADEMARK
REEL: 003859 FRAME: 0959

Schedule I

I. Trademarks

Registered Owner	Mark	Registration Number
GA Industries, LLC	CHECKTRONIC	2,602,196
GA Industries, LLC	SCU	579,310
GA Industries, LLC	SURGE CHECK UNIT	579,309
GA Industries, LLC	FLOCENTRIC	78/954,198
GA Industries, LLC	FLOWCENTRIC	78/954,238
GA Industries, LLC	CAM-SEAL	77/084,760
Rodney Hunt Company, Inc.	BASCULE	0713757
Rodney Hunt Company, Inc.	HOWELL-BUNGER	0696635
Rodney Hunt Company, Inc.	HOWELL-BUNGER	1703090
Rodney Hunt Company, Inc.	PELICAN	1681929
Rodney Hunt Company, Inc.	RING-JET	1690051
Rodney Hunt Company, Inc.	RODNEY HUNT	0564013
Rodney Hunt Company, Inc.	RODNEY HUNT	1010664
Rodney Hunt Company, Inc.	ROTOVALVE	0696634
Rodney Hunt Company, Inc.	ROTOVALVE	1720096
Rodney Hunt Company, Inc.	SCUBA	1796772
Rodney Hunt Company, Inc.	STREAMSEAL	1714993

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RECORDED: 09/25/2008

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