

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
MEGTEC Systems, Inc.		09/24/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Administrative Agent
Street Address:	One Independence Center, 101 N. Tryon Street
Internal Address:	Mail Code: NC1-001-15-02
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255-0001
Entity Type:	national association: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	0942724	TEC
Registration Number:	1006887	HI-FLOAT
Registration Number:	1119518	TECTURN
Registration Number:	1360123	CHILL JET
Registration Number:	1362932	ENKEL
Registration Number:	1385594	KATEC
Registration Number:	1501233	PHOENIX
Registration Number:	1517024	PHAZER
Registration Number:	1528230	TECKNOWLEDGE
Registration Number:	1536086	PHAZER
Registration Number:	1559716	CADRE
Registration Number:	1949459	ENTERPRISE
Registration Number:	2239010	SYNERGY

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Registration Number:	2242992	LEGACY
Registration Number:	2258026	MEGTEC MAGNUM
Registration Number:	2332305	MILLENNIUM
Registration Number:	2362692	MEGTEC
Registration Number:	2386801	DUAL-DRY
Registration Number:	2435708	MEGTEC SPLICE-SET
Registration Number:	2532983	CLEANSWITCH
Registration Number:	2560297	ROLLTRACKER
Registration Number:	2591468	TRITON ES
Registration Number:	2931368	ENVIROMONITOR
Registration Number:	2998607	REVOLVER-Z
Registration Number:	3172401	STEPFOIL
Serial Number:	77074538	TEC
Serial Number:	77441607	IRONMAN
Serial Number:	77442401	EPSILON
Serial Number:	77448180	MP

CORRESPONDENCE DATA

Fax Number: (860)240-2513
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 860-240-2935
 Email: michelle.fournier@bingham.com
 Correspondent Name: Michelle Walters Fournier
 Address Line 1: One State Street
 Address Line 2: Bingham McCutchen LLP
 Address Line 4: Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Michelle Walters Fournier
Signature:	/Michelle Walters Fournier/
Date:	10/21/2008

Total Attachments: 28

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**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

This **TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** dated as of September 24, 2008, between **MEGTEC SYSTEMS, INC.**, a Delaware corporation (the "Assignor"), and **BANK OF AMERICA, N.A.** ("Bank of America"), as administrative agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (together with Bank of America in its capacity as a lender, collectively, the "Lenders") which are or may become parties to that certain Credit Agreement, dated as of the date hereof (as amended and in effect from time to time, the "Credit Agreement"), among MEGTEC Holdings, Inc., a Delaware corporation ("Holdings"), MEGTEC Acquisition Sub, Inc., a Delaware corporation ("Acquisition"), MEGTEC Systems, Inc., a Delaware corporation ("MEGTEC Systems"), MEGTEC IEPG B.V., a company organized under the laws of The Netherlands ("Dutch Co. 1"), MEGTEC PPG B.V., a company organized under the laws of The Netherlands ("Dutch Co. 2"), and together with Holdings, Acquisition, MEGTEC Systems and Dutch Co. 1, collectively, the "Borrowers"), the Lenders, the L/C Issuer and the Administrative Agent.

WHEREAS, pursuant to the Credit Agreement and related documentation, the Secured Parties have agreed to provide the Borrowers with certain term loan facilities, a revolving credit facility and certain other financial accommodations as provided for therein;

WHEREAS, it is a condition precedent to the Secured Parties' making any loans or otherwise extending credit to the Borrowers under the Credit Agreement and related documentation that the Assignor execute and deliver to the Administrative Agent, for the benefit of the Secured Parties, a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Administrative Agent, for the benefit of the Secured Parties, the Security Agreement (as defined in the Credit Agreement), pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Security Agreement;

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Credit Agreement and the Security Agreement. In addition,

the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Administrative Agent to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Administrative Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Administrative Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by

the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in Section 1.02 of the Credit Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Administrative Agent for the benefit of the Secured Parties. In addition, the Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Trademark Agreement and the Security Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Administrative Agent, for the benefit of the Secured Parties, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Administrative Agent or its nominee in lieu of foreclosure).

2.3. Supplemental to Security Agreement. Pursuant to the Security Agreement the Assignor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks).

The Security Agreement, and all rights and interests of the Administrative Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Administrative Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed, controlled or used by the Assignor; (ii) the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations; (iii) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable; (iv) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights; (v) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use), free and clear of any liens, charges, encumbrances and adverse claims, including pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Security Agreement and this Trademark Agreement; (vii) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable them to comply with the covenants herein contained; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Trademark Agreement, together with the Security

Agreement, will create in favor of the Administrative Agent a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (xi) of this §3; and (xi) except for the filing of financing statements with the Secretary of State for the State of Delaware under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Administrative Agent of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to each of the Secured Parties and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto, all in accordance with and subject to Section 6.10 of the Credit Agreement.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Administrative Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Security Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Administrative Agent notice thereof in writing and execute and deliver to the Administrative Agent such documents or instruments as the Administrative Agent may reasonably request further to implement, preserve or evidence the Administrative Agent's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Administrative Agent to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold each of the Secured Parties harmless from any and all costs, damages, liabilities and expenses that may be incurred by any Secured Party in connection with the Administrative Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Administrative Agent.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel acceptable to the Administrative Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark without the consent of the Administrative Agent, which consent shall not be unreasonably withheld.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights. The Assignor may require the Administrative Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Administrative Agent is completely satisfied that such joinder will not subject any Secured Party to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and expenses, including reasonable legal fees, incurred by the Administrative Agent pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of any Pledged Trademarks.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Administrative Agent in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value

of any of the Pledged Trademarks, the ability of the Assignor or the Administrative Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the Administrative Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Credit Agreement, the Security Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York, and, without limiting the generality of the foregoing, the Administrative Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Administrative Agent in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Security Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Administrative Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Administrative Agent, in its own name or that of the Assignor (in the sole discretion of the Administrative Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Administrative Agent for any reasonable cost or expense incurred by the Administrative Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Administrative Agent (and any officer or agent of the Administrative Agent as the Administrative Agent may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary

for the Administrative Agent to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases each of the Secured Parties from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Administrative Agent under this power of attorney (except for the Administrative Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Administrative Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Administrative Agent the grant, perfection and priority of the Administrative Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Administrative Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Administrative Agent by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Administrative Agent pursuant hereto or the Security Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Administrative Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Administrative Agent in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the rate of interest for overdue principal set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO SECURED PARTY ASSUMES ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY EACH SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY ANY SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be made in writing and, unless otherwise specifically provided herein, shall be made in the manner provided for notices in Section 11.02 of the Credit Agreement, addressed as follows:

- (a) if to the Assignor, at its address and to the Person set forth in Section 11.02 of the Credit Agreement, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice; and
- (b) if to the Administrative Agent, at its address and to the Person set forth in Section 11.02 of the Credit Agreement, or at such other address for notice as the Administrative Agent shall last have furnished in writing to the person giving the notice.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Administrative Agent (with the consent of the Required Lenders) and the Assignor, except as provided in §6.2. The Administrative Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Administrative Agent and the Required Lenders. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW.

THIS TRADEMARK AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

20. SUBMISSION TO JURISDICTION.

THE ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, THE CITY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND THE ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS TRADEMARK AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT ANY SECURED PARTY MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT AGAINST THE ASSIGNOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

21. WAIVER OF VENUE.

THE ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN §20. THE ASSIGNOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT

PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

22. SERVICE OF PROCESS.

THE ASSIGNOR IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 11.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS TRADEMARK AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

23. WAIVER OF JURY TRIAL.

THE ASSIGNOR HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). THE ASSIGNOR (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT, IN ENTERING INTO THE CREDIT AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH ANY SECURED PARTY IS A PARTY, SUCH SECURED PARTY IS RELYING UPON, AMONG OTHER THINGS, THE WAIVERS AND CERTIFICATIONS CONTAINED IN THIS §23. EXCEPT AS PROHIBITED BY LAW, THE ASSIGNOR WAIVES ANY RIGHT WHICH IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES.

24. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Secured Parties and their respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Credit Agreement, or between this Trademark Agreement and the Security Agreement, the provisions of the Credit Agreement or the Security Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

MEGTEC SYSTEMS, INC.

By: [Signature]
Name: Gregory R. Linn
Title: Senior Vice President and Chief Financial Officer

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York)
) ss.
COUNTY OF New York)

On this 23rd day of September, 2008, before me, the undersigned notary public, personally appeared Gregory R. Linn, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose as Senior Vice President and Chief Financial Officer for MEGTEC Systems, Inc., a Delaware corporation.

[Signature]
(official signature and seal of notary)

My commission expires:

PENNY LYNN GREENFIELD
Notary Public, State of New York
No. 01GR4825842
Qualified in Queens County
Certificate Filed In New York County
Commission Expires November 30, 2010

BANK OF AMERICA, N.A., as Administrative Agent

By: *Kristine Thennes*

Name:

Title:

KRISTINE THENNES
Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Illinois)
) ss.
COUNTY OF Cook)

On this 17 day of September, 2008, before me, the undersigned notary public, personally appeared Kristine Thennes, proved to me through satisfactory evidence of identification, which were personally known to me, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as Vice President for Bank of America, N.A., a national banking association.

Charlene Wright Jones
(official signature and seal of notary)

My commission expires:



SCHEDULE A

I. U.S. REGISTERED TRADEMARKS (MEGTEC SYSTEMS, INC.)

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
TEC	942724	12-Sep-72
HI-FLOAT	1006887	18-Mar-75
TECTURN	1119518	5-Jun-79
CHILL JET	1360123	17-Sep-85
ENKEL	1362932	1-Oct-85
KATEC	1385594	11-Mar-86
Phoenix	1501233	23-Aug-88
Phazer (and Design)	1517024	20-Dec-88
TECKNOWLEDGE	1528230	7-Mar-89
PHAZER	1536086	25-Apr-89
CADRE	1559716	10-Oct-89
ENTERPRISE	1949459	16-Jan-96
SYNERGY	2239010	13-Apr-99
LEGACY	2242992	4-May-99
MEGTEC MAGNUM	2258026	29-Jun-99
MILLENNIUM	2332305	21-Mar-00
MEGTEC	2362692	27-Jun-00
DUAL DRY	2386801	19-Sep-00
MEGTEC SPLICE-SET	2435708	13-Mar-01
CLEANSWITCH	2532983	22-Jan-02
Rolltracker	2560297	9-Apr-02
Triton ES	2591468	9-Jul-02
ENVIROMONITOR	2931368	8-Mar-05
REVOLVER-Z	2998607	20-Sep-05
STEP FOIL	3172401	14-Nov-06

[Schedule A-1]

II. U.S. TRADEMARK APPLICATIONS (MEGTEC SYSTEMS, INC.)

<u>Trademark</u> or <u>Service Mark</u>	<u>Pending Applications --</u> United States Patent and Trademark Office <u>Serial No. Filing Date</u>	
TEC (AND DESIGN)	77/074538	2-Jan-07
IRONMAN	77/441607	7-Apr-08
EPSILON	77/442401	8-Apr-08
MP	77/448180	15-Apr-08

[Schedule A-2]

III. FOREIGN REGISTERED TRADEMARKS (MEGTEC SYSTEMS, INC.)

<u>Country</u>	<u>Trademark or Service Mark</u>	<u>Registrations --</u>	
		<u>Registration No.</u>	<u>Registration Date</u>
Great Britain	TEC	980120	8-Sep-71
Canada	TEC	201977	20-Sep-74
Venezuela	TEC	76648-F	30-Sep-74
Venezuela	TEC	76649-F	30-Sep-74
Venezuela	TEC	76647-F	30-Sep-74
Germany	KATEC	929217	21-Oct-74
France	SIGMA ?	596880	13-May-81
Italy	CHILL JET	419939	6-Dec-83
Italy	TEC	419942	6-Dec-83
France	CHILL JET	1254216	15-Dec-83
France	TEC	1254217	15-Dec-83
Canada	TECTURN	292439	29-Jun-84
Canada	HI-FLOAT	293881	10-Aug-84
Spain	CHILL JET	1055068	5-Feb-85
Brazil	TEC SYSTEM LOGO	1554678	13-Aug-85
Brazil	TEC SYSTEMS (DEVICE)	811554678	13-Aug-85
Brazil	TEC (LOGO)	811554678	7-Jan-86
Brazil	TEC (LOGO)	811578321	7-Jan-86
Great Britain	TEC + DESIGN WITHOUT BORDER	1381400	21-Apr-89
Great Britain	TEC + DESIGN WITHOUT BORDER	1381400	21-Apr-89
Great Britain	TEC + DESIGN WITHOUT BORDER	1381401	21-Apr-89
Great Britain	TEC + DESIGN WITHOUT BORDER	1380858	21-Apr-89

[Schedule A-3]

Great Britain	TEC + BORDER	1381850	24-Apr-89
Great Britain	TEC + BORDER	1381851	24-Apr-89
Great Britain	TEC + BORDER	1381847	24-Apr-89
Great Britain	HI-FLOAT	1385915	26-May-89
Great Britain	HI-FLOAT	1385915	26-May-89
Great Britain	HI-FLOAT	1385916	26-May-89
Great Britain	HI-FLOAT	1385914	26-May-89
Great Britain	TECTURN	1386072	1-Jun-89
Spain	HI-FLOAT	1503262	2-Jun-89
Spain	HI-FLOAT	1503263	2-Jun-89
Spain	HI-FLOAT	1503264	2-Jun-89
Spain	HI-FLOAT	1503263	2-Jun-89
Spain	HI-FLOAT	1503264	2-Jun-89
Spain	HI-FLOAT	1503262	2-Jun-89
France	HI-FLOAT	1714486	6-Jun-89
France	TECTURN	1708657	29-Jun-89
Italy	TECTURN	887851	30-Jun-89
Germany	TECTURN	1164425	30-Jun-89
Italy	HI-FLOAT	886729	7-Jul-89
Canada	CHILL JET	361447	27-Oct-89
Germany	HI-FLOAT	1159910	11-Jun-90
Australia	ENTERPRISE	667239	20-Jul-95
Mexico	ENTERPRISE	888426	26-Jul-95
France	MAGNUM	95582286	26-Jul-95
Mexico	MAGNUM	502669	30-Aug-95
France	LEGACY	96622624	24-Apr-96
Great Britain	MAGNUM	2027749	24-May-96
Mexico	LEGACY	524199	20-Jun-96
Germany	ENTERPRISE	39532300	24-Jul-96

[Schedule A-4]

A/72625297.5

TRADEMARK
REEL: 003874 FRAME: 0095

Great Britain	ENTERPRISE	2027678	27-Sep-96
Germany	LEGACY	39620531	7-Oct-96
Great Britain	LEGACY	2070255	15-Nov-96
Taiwan	ENTERPRISE	740067	16-Dec-96
Japan	CHILL JET	2718410	25-Dec-96
Australia	MAGNUM	667326	7-Jan-97
Canada	MAGNUM	488474	28-Jan-98
Canada	ENTERPRISE	516575	21-Sep-99
CTM	TRITON ES	1345602	24-Oct-00
China	MEGTEC	1758083	19-Dec-00
India	MEGTEC	978447	20-Dec-00
Mexico	MEGTEC	697618	30-Apr-01
CTM	DUAL DRY OMEGA	1570852	3-Jul-01
Australia	MEGTEC	861284	28-Nov-01
CTM	MEGTEC	1985753	28-Nov-01
China	MEGTEC	1722027	28-Feb-02
Japan	MEGTEC	4552628	15-Mar-02
Japan	MEGTEC	4552627	15-Mar-02
Japan	MEGTEC	4552628	15-Mar-02
Argentina	MEGTEC	1880907	7-Aug-02
Argentina	MEGTEC	1880906	7-Aug-02
Canada	MEGTEC	573640	15-Jan-03
Korea	MEGTEC	571074	7-Jan-04
India	MEGTEC	978448	11-May-04
China	COANDA COMPACT	1327726	23-Dec-04
China	COANDA COMPACT	4466769	17-Jan-05
Mexico	MEGTEC	871647	8-Mar-05
China	MILLENNIUM	Not yet issued	30-Mar-06

[Schedule A-5]

A/72625297.5

TRADEMARK
REEL: 003874 FRAME: 0096

Brazil	MEGTEC	823580407	12-Dec-06
Brazil	MEGTEC	823580415	12-Dec-06
China	DUAL DRY (w/CHINESE LETTERING)	Not yet issued	15-Oct-07
India	AR35-I	1686295	12-May-08
Japan	MP(Japanese lettering) MEGTEC PASTER	Not yet issued	

* CTM is a European Community Trademark

[Schedule A-6]

IV. FOREIGN TRADEMARK APPLICATIONS (MEGTEC SYSTEMS, INC.)

<u>Country</u>	<u>Trademark or Service Mark</u>	<u>Pending Applications -- United States Patent and Trademark Office</u>	
		<u>Serial No.</u>	<u>Filing Date</u>
India	COANDA COMPACT	1327726	23-Dec-04
China	EPSILON	5199342	8-Mar-06
China	MEGTEC (w/CHINESE LETTERING)	5199491	8-Mar-06
China	MEGTEC (w/CHINESE LETTERING)	5199492	8-Mar-06
China	COANDA COLOR PLUS	Not Available	20-Jun-06
China	CLEANSWITCH	5435835	22-Jun-06
China	DLP	5435622	22-Jun-06
China	DUAL DRY	5435836	22-Jun-06
China	ENTERPRISE	5435834	22-Jun-06
China	LEGACY	5435832	22-Jun-06
China	LEGEND	5435832	22-Jun-06
China	MEGAIR COMPACT	5435833	22-Jun-06
China	COANDA	5741016	10-Jul-06
China	COANDA (w/BLOCK PRINT)	5850541	16-Jan-07
China	COANDA (w/CHINESE LETTERING)	5862483	22-Jan-07
China	CLEANSWITCH	5930757	5-Mar-07
China	ENTERPRISE	5930756	5-Mar-07
CTM	EPSILON	5971544	5-Jun-07
China	LEGEND (w/CHINESE LETTERING)	6129519	25-Jun-07
CTM	CLEANSWITCH	6739973	10-Mar-08
China	COANDA (w/CHINESE LETTERING)	6647139	9-Apr-08
China	DLP (w/ CHINESE LETTERING)	6647137	9-Apr-08
Canada	EPSILON	1390576	9-Apr-08
CTM	IRONMAN	6813075	9-Apr-08
Canada	IRONMAN	1390577	9-Apr-08
China	MEGAIR COMPACT (w/CHINESE LET)	6647138	9-Apr-08
CTM	MP	6837975	16-Apr-08
Japan	EPSILON	2008- 030887	18-Apr-08
Japan	IRONMAN	2008- 030888	18-Apr-08

[Schedule A-7]

China
Canada

MP
MP

6681344 24-Apr-08
1394236 5-May-08

[Schedule A-8]

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TRADEMARK
REEL: 003874 FRAME: 0099

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, MEGTEC SYSTEMS, INC., a Delaware corporation (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, BANK OF AMERICA, N.A., as Administrative Agent (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

[Intentionally left blank - signature page follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of _____, 20__.

MEGTEC SYSTEMS, INC.

By: _____
Name:
Title:

[Signature Page to Assignment of Trademarks]

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the _____ day of _____, 20__.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Assignment of Trademarks]

ANNEX

Trademark
or
Service Mark

Registrations --
United States Patent and Trademark Office
Registration No. Registration Date

[List chronologically in ascending numerical order]

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

[List chronologically in ascending numerical order]