

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
Velcon Filters, LLC		04/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BNP Paribas
Street Address:	100 Crescent Court, Suite 500
City:	Dallas
State/Country:	TEXAS
Postal Code:	75251
Entity Type:	Societe Anonyme: FRANCE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1159025	AQUACON
Registration Number:	2609269	CDF
Registration Number:	719831	HYDROKIT
Registration Number:	2022978	SUPERDRI
Registration Number:	2699139	TDS
Registration Number:	3417302	VCA
Registration Number:	1448128	VELCON
Registration Number:	879075	VELCON
Registration Number:	3479146	VEL-MAX
Serial Number:	77218192	FDPM

CORRESPONDENCE DATA

Fax Number: (917)777-4104

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

900133248

**TRADEMARK
 REEL: 003981 FRAME: 0347**

CH \$265.00 1159025

Phone: 212-735-3000
Email: kellie.weilbrenner@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: Jennifer Ward, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/0072
NAME OF SUBMITTER:	Jennifer Ward
Signature:	/Jennifer Ward/
Date:	05/04/2009

Total Attachments: 6
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GRANT OF TRADEMARK SECURITY INTEREST

This Grant of Trademark Security Interest (this "**Grant of Trademark Security Interest**") is made as of April 30, 2009, by Velcon Filters, LLC, a Delaware limited liability company, ("**Grantor**"), in favor of BNP PARIBAS, as Administrative Agent for and representative of (in such capacity, "**Secured Party**") the Beneficiaries. Capitalized terms used in this Grant of Trademark Security Interest and not otherwise defined herein have the meanings specified in the Security Agreement (as defined below).

WHEREAS, Pursuant to the Credit Agreement, dated as of April 30, 2009 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") by and between Grantor, the financial institutions listed therein (the "**Lenders**"), and BNP Paribas, as Administrative Agent, Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to the Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Lender Swap Agreements with one or more Swap Counterparties in accordance with the terms of the Credit Agreement, and it desired that the obligations of the Grantor under the Lender Swap Agreements, including, without limitation, the obligation of Grantor to make payments thereunder in the event of early termination thereof, together with all obligations of Grantor under the Credit Agreement and the other Loan Documents, be secured under the Security Agreement and this Grant of Trademark Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement dated as of April 30, 2009 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party, and the other grantors named therein, including each Additional Grantor, Grantor has granted to the Secured Party a security interest in and to the Collateral, including the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case, whether now owned or hereafter acquired (the "**Trademark Collateral**"):

(i) all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the "**Trademarks**"),

(ii) all registrations and applications for registration of Trademarks that have been or may hereafter be issued or applied for in the United States and any state

thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto) (collectively, the “**Trademark Registrations**”),

(iii) all common law and other rights in and to Trademarks in the United States and any state thereof and in foreign countries (collectively, the “**Trademark Rights**”),

(iv) all goodwill of the business symbolized by and associated therewith; and

(v) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits).

Notwithstanding anything to the contrary, in no event shall the Trademark Collateral include, nor shall Grantor be deemed to have granted a security interest in any application for registration of a Trademark filed with the United States Patent and Trademark Office on an intent-to-use basis until such time (if any) as a statement of use or amendment to allege use is accepted by the United States Patent and Trademark Office, at which time such Trademark Registration shall automatically become part of the Trademark Collateral and the security interest granted hereunder.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement.

In the event that any provision of this Grant of Trademark Security Interest is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

THIS GRANT OF TRADEMARK SECURITY INTEREST AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

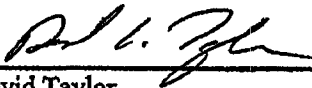
This Grant of Trademark Security Interest may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple

separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

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


VELCON FILTERS, LLC

By: 
Name: David Taylor
Title: President / *Manager*

[Grant of Trademark Security Interest]

Accepted and Agreed:

BNP PARIBAS,
as Secured Party

By: 
Name: Sean Davenport
Title: Managing Director

By: 
Name: Matt Wyatt
Title: Director

Grant of Trademark Security Interest
to Security Agreement

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademark Registrations:

<u>Owner</u>	<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Velcon Filters, LLC	AQUACON	1,159,025	6/30/1981
Velcon Filters, LLC	CDF	2,609,269	8/20/2002
Velcon Filters, LLC	HYDROKIT	719,831	8/15/1961
Velcon Filters, LLC	SUPERDRI	2,022,978	12/17/1996
Velcon Filters, LLC	TDS	2,699,139	3/25/2003
Velcon Filters, LLC	VCA	3,417,302	4/29/2008
Velcon Filters, LLC	VELCON	1,448,128	7/21/1987
Velcon Filters, LLC	VELCON	879,075	10/21/1969
Velcon Filters, LLC	VEL-MAX	3,479,146	8/05/2008

Pending Trademark Applications:

<u>Owner</u>	<u>Trademark</u>	<u>Appl. Number</u>	<u>Appl. Date</u>
Velcon Filters, LLC	FDPM	77-218,192	6/28/2007