

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
Arens Controls Company, L.L.C.		05/29/2009	LIMITED LIABILITY COMPANY: ILLINOIS
RECEIVING PARTY DATA			
Name:	Harris N.A.		
Street Address:	111 W. Monroe St.		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3009098	FORCEPRO	
Registration Number:	0998137	QUADCO	
Registration Number:	2682820	QUADCO	
Registration Number:	2806183	QUADRASTAT	
Registration Number:	0736755	QUADRASTAT	
Registration Number:	1178849	QUADCO	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4556		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	312.641.2096		
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Clayton Stallbaumer, McGuireWoods LLP		
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OP \$165.00 3009098

TRADEMARK

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REEL: 003997 FRAME: 0821

ATTORNEY DOCKET NUMBER:	2054774-0006
NAME OF SUBMITTER:	Clayton Stallbaumer
Signature:	/CJS/
Date:	06/02/2009
Total Attachments: 7 source=Active_9184675_1_Arens - Patent and Trademark Security Agreement (executed)#page1.tif source=Active_9184675_1_Arens - Patent and Trademark Security Agreement (executed)#page2.tif source=Active_9184675_1_Arens - Patent and Trademark Security Agreement (executed)#page3.tif source=Active_9184675_1_Arens - Patent and Trademark Security Agreement (executed)#page4.tif source=Active_9184675_1_Arens - Patent and Trademark Security Agreement (executed)#page5.tif source=Active_9184675_1_Arens - Patent and Trademark Security Agreement (executed)#page6.tif source=Active_9184675_1_Arens - Patent and Trademark Security Agreement (executed)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of May 29, 2009, by ARENS CONTROLS COMPANY, L.L.C., an Illinois limited liability company (the "*Borrower*"), and each other Person from time to time signatory hereto as a Grantor (collectively, with the Borrower, the "*Grantors*" and each a "*Grantor*"), in favor of HARRIS N.A., a national banking association ("*Bank*").

PRELIMINARY STATEMENT

The Borrower and Bank have entered into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Credit Agreement*"), pursuant to which Bank may extend loans and other financial accommodations to the Borrower.

Pursuant to the terms of that certain Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Guaranty and Collateral Agreement*"), each of the Grantors has granted to Bank a security interest in substantially all the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each of the Grantors does hereby grant to Bank a continuing security interest in all of such Grantor's right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of such Grantor, including, without limitation, each trademark and trademark application of such Grantor referred to in **Schedule I** attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of such Grantor, including, without limitation, each trademark license of such Grantor listed on **Schedule I** attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule I** attached hereto, any trademark issued pursuant to a trademark application referred to in **Schedule I** attached hereto and any trademark licensed under any trademark license listed on **Schedule I** attached hereto (items (1) through (3) being herein collectively referred to as the "*Trademark Collateral*");
- (4) each patent and patent application of such Grantor, including, without limitation, each patent and patent application of such Grantor referred to in **Schedule II** attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license of such Grantor, including, without limitation, each patent license of

such Grantor listed on **Schedule II** attached hereto, together with all goodwill associated therewith;

- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in **Schedule II** attached hereto, any patent issued pursuant to a patent application referred to in **Schedule II** attached hereto and any patent licensed under any patent license listed on **Schedule II** attached hereto (items (4) through (6) being herein collectively referred to as the "*Patent Collateral*").

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

Each Subsidiary of the Borrower that is required to become a party to the Guaranty and Collateral Agreement pursuant to Section 8.11(b) of the Credit Agreement shall become a Grantor for all purposes of this Agreement upon execution and delivery by such Loan Party of a joinder agreement in the form of **Exhibit A** hereto.

[SIGNATURE PAGE TO FOLLOW]

Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ARENS CONTROLS COMPANY, L.L.C.,
an Illinois limited liability company

By: 

Name: FREDERICK A. ECK

Title: VICE PRESIDENT AND SECRETARY

Acknowledged:

HARRIS N.A.,
a national banking association

By: _____

Name: _____

Title: _____


Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ARENS CONTROLS COMPANY, L.L.C.,
an Illinois limited liability company

By: _____
Name: _____
Title: _____

Acknowledged:

HARRIS N.A.,
a national banking association

By: 
Name: Dennis Ross
Title: Sr. V.P.

SCHEDULE I

TRADEMARKS, TRADEMARK APPLICATIONS, AND TRADEMARK LICENSES

DOCKET NO.	DESCRIPTION	SERIAL/ APPL. NO.	COUNTRY	DATE	EXPIRES	CLASS
12,362	QUADCO	50270/17144	California	8/17/02	8/17/12	
12,388-CA	Forcepro	1,154,619	Canada	10/3/02		Application
12,313-CA	QUADCO	TMA 614,724	Canada	7/13/04	7/13/19	
	QUADCO	TMA 301,833	Canada	4/12/85	4/12/15	
12,314-CA	QUADRASTAT	TMA 636,927	Canada	4/7/05	4/7/20	
12,313-CN	QUADCO	3154790 3323528	China (PRC)	6/21/03 5/07/04	6/20/13 5/06/14	Class 9 Class 6
	QUADCO	3154791	China (PRC)	10/7/03	10/6/13	Class 7
12,314-CN	QUADRASTAT	3154792 3323529	China (PRC)	6/14/03 3/07/04	6/13/13 3/6/14	Class 9 Class 6
12,313-EC	QUADCO	2,660,058	Euro Comm	4/18/02	4/18/12	Class 7&9
12,311-EM	QUADCO	301,622	Euro Comm	6/12/96	6/12/16	Class 7 & 9
12,314-EM	QUADRASTAT	2,660,264	Euro Comm	3/11/04	4/18/12	Class 7 & 9
	QUADRASTAT	301,572	Euro Comm	6/12/96	6/12/16	Class 7 & 9
	QUADCO	927900	Germany		9/5/04	
	QUADCO	742752	Mexico	1/21/02	1/21/12	Class 6
	QUADCO	742751	Mexico	1/21/02	1/21/12	Class 9
	QUADRASTAT	735754	Mexico	1/21/02	1/21/12	Class 6
	QUADRASTAT	735753	Mexico	1/21/02	1/21/12	Class 9
12,313-SG	QUADCO	TO2/05456J & TO2/05458G	Singapore	10/26/04	10/26/11	Class 7 & 9
12,314-SG	QUADRASTAT	TO2/05460I & TO2/05462E	Singapore	10/22/01	10/22/11	Class 7 & 9
12,313-TW	QUADCO	1158021 1157954	Taiwan (ROC)	6/16/05 6/16/05	6/15/15 5/15/15	Class 9 Class 7
12,314-TW	QUADRASTAT	1158020 1157953	Taiwan (ROC)	6/16/05 6/16/05	6/15/15 5/15/15	Class 9 Class 7
12,313-TH	QUADCO	TM185382 TM186241	Thailand	9/22/03 10/06/03	4/21/12 4/21/12	Class 7 Class 9
12,314-TH	QUADRASTAT	TM185381 TM186242	Thailand	9/23/03 10/06/03	4/21/12 4/21/12	Class 7 Class 9
12,388	Forcepro	3,009,098	US	10/25/05	10/25/15	Class 21, 23,26,36,38
12,397	Q Logo	1,212,985	US	10/19/02	10/19/12	Class 7
12,311	QUADCO	998,137	US	11/12/04	11/12/14	Class 23
12,313	QUADCO	2,682,820	US	2/4/03	2/4/13	Class 6,7, 9,20
12,314	QUADRASTAT	2,806,183	US	1/20/04	1/20/14	Class 6,7,9,20
	QUADRASTAT	0,736,755	US	8/28/62	8/28/12	Class 9
	QUADCO	1,178,849	US	11/24/81	11/24/11	Class 7

SCHEDULE II

PATENTS, PATENT APPLICATIONS, AND PATENT LICENSES

DOCKET NO.	DESCRIPTION	PATENT/ APPL. NO.	COUNTRY	DATE	EXPIRES	INVENTOR	PRODUCT
10,741	Valve Control for Vehicle & Stationary Equipment	5253869	US	8/17/93	8/17/10	Nyezdalny	C61035
11,987	Friction Control Mechanism	6314832	US	11/13/01	7/30/19	Graber/Harris	Caterpillar joystick

EXHIBIT A

FORM OF JOINDER TO PATENT AND TRADEMARK SECURITY AGREEMENT

This JOINDER AGREEMENT (this "*Joinder*") dated as of _____, 20____, is executed by the undersigned for the benefit of Harris N.A., a national banking association (the "*Bank*"), in connection with that certain Patent and Trademark Security Agreement dated as of May 29, 2009, among the Grantors party thereto and the Bank (as amended, restated, supplemented, or otherwise modified from time to time, the "*Security Agreement*"). Capitalized terms not otherwise defined herein are being used herein as defined in the Security Agreement.

Each Person signatory hereto is required to execute this Joinder pursuant to the Security Agreement.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each signatory hereby agrees as follows:

1. Each such Person assumes all the obligations of a Grantor under the Security Agreement and agrees that such person or entity is a Grantor and bound as a Grantor under the terms of the Security Agreement, as if it had been an original signatory to such agreement. In furtherance of the foregoing, such Person hereby grants to Bank a continuing security interest in all of such Grantor's right, title, and interest in, to and under the Patent Collateral and the Trademark Collateral owned thereby, whether presently existing or hereafter created or acquired.

2. The schedules to the Security Agreement are hereby amended to add the information relating to each such Person set out on the schedules hereto. Each such Person hereby makes to the Bank the representations and warranties set forth in the Security Agreement applicable to such Person and the applicable Patent Collateral and Trademark Collateral and confirms that such representations and warranties are true and correct after giving effect to such amendment to such schedules.

3. This Joinder shall be deemed to be part of, and a modification to, the Security Agreement and shall be governed by all the terms and provisions of the Security Agreement, with respect to the modifications intended to be made to such agreement, which terms are incorporated herein by reference, are ratified and confirmed and shall continue in full force and effect as valid and binding agreements of each such person or entity enforceable against such person or entity. Each such Person hereby waives notice of the Bank's acceptance of this Joinder. Each such Person will deliver an executed original of this Joinder to the Bank.

[add signature block for each new Grantor]