

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
Trostel, Ltd.		05/19/2009	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association		
Street Address:	777 E. Wisconsin Avenue		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53202		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1636147	ATP	
Registration Number:	1638870	ATP	
CORRESPONDENCE DATA			
Fax Number:	(414)978-8675		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	414.277.5000		
Email:	marta.levine@quarles.com		
Correspondent Name:	Marta S. Levine		
Address Line 1:	Quarles & Brady LLP		
Address Line 2:	411 East Wisconsin Avenue		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	340550.00016		
NAME OF SUBMITTER:	Marta S. Levine		
Signature:	/MartaLevine/		

CH \$65.00 1636147

Date:

06/22/2009

Total Attachments: 4

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARK**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARK (the "Confirmatory Grant") is made as of May 19, 2009 by and from TROSTEL, LTD., a Wisconsin corporation whose principal address is 901 Maxwell Street Lake Geneva, Wisconsin 53147, ("Trostel"), and U.S. BANK NATIONAL ASSOCIATION, for itself and as Agent for the benefit of the Lenders under the Credit Agreement (hereinafter referred to as the "Secured Party"), whose principal address is 777 E. Wisconsin Avenue, Milwaukee, Wisconsin 53202;

WHEREAS, Everett Smith Group, Ltd., the Subsidiaries identified as Guarantors, including Trostel, the Lenders and Secured Party have entered into that certain Second Amended and Restated Credit Agreement, dated as of May 19, 2009 (as amended, restated, or otherwise modified from time to time, the "Credit Agreement"), and a Security Agreement dated as of May 19, 2009 (the "Security Agreement");

WHEREAS, Trostel has adopted, used and is using the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered with the United States Patent and Trademark Office;

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to Secured Party under the Security Agreement. The rights and remedies of Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2. The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations of Trostel pursuant to the Security Agreement. Upon the payment in full of all Secured Obligations, Secured Party shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Trostel an instrument in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

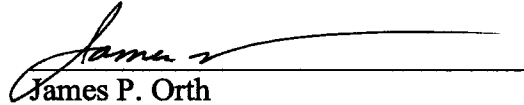
(b) Trostel hereby grants to Secured Party a security interest in (1) all of Trostel's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by Trostel, together with (2) all proceeds and products of the Trademarks, (3) the goodwill of the business with which the Trademarks are associated, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

[The rest of this page is intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, Trostel has executed this Confirmatory Grant of Security Interest effective as of the above-indicated date.

TROSTEL, LTD.,
a Wisconsin corporation.

By:

A handwritten signature in cursive script, appearing to read "James P. Orth", is written over a horizontal line.

James P. Orth
Vice President - Finance

EXHIBIT A
TRADEMARKS

Trostel, Ltd.

<u>Mark</u>	<u>Registration (Application) No.</u>	<u>Issue (Filing) Date</u>	<u>Goods/Services</u>
ATP	1636147	February 26, 1991	Seals fabricated by molding rubber or polyurethane and sold exclusively to original equipment manufacturers, to be used in the sealing of fluids or gases from other fluids, gases or dirt, being parts of internal combustion engines, automobile brakes, washing machines, roller bearings, and agricultural equipment (Cl. 17).
ATP	1638870	March 26, 1991	Metal seals for original equipment manufacturers used in the sealing of fluids or gases from other fluids, gases or dirt, being parts of internal combustion engines, automobile brakes, washing machines, roller bearings, and agricultural equipment (Cl. 6).