

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	FIRST AMENDMENT TO SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALCO INDUSTRIES, INC.		09/17/2009	CORPORATION: DELAWARE
MODERN EQUIPMENT COMPANY		09/17/2009	CORPORATION: WISCONSIN
MILLER CHEMICAL & FERTILIZER CORPORATION		09/17/2009	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	PNC BANK, NATIONAL ASSOCIATION
Street Address:	1600 MARKET STREET
City:	PHILADELPHIA
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76683021	CHEM EXPRESS
Registration Number:	3547262	MICRO EXPRESS
Serial Number:	76695481	CALXPRESS
Serial Number:	76694069	CLING TIGHT
Registration Number:	3542375	ENERGY BOOSTER
Registration Number:	3669705	ENERGY MAX
Registration Number:	3625102	MIST-CONTROL
Registration Number:	3542376	STARTER EXPRESS
Registration Number:	3625103	SWATH MARKER
Serial Number:	76697496	CHEMSHIELD
Serial Number:	76696952	POD CEAL

CH \$290.00 76683021

900143513

**TRADEMARK
 REEL: 004064 FRAME: 0316**

CORRESPONDENCE DATA

Fax Number: (215)864-9822
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (215) 864-8407
Email: wintners@ballardspahr.com
Correspondent Name: Sandra Wintner
Address Line 1: Ballard Spahr LLP
Address Line 2: 1735 Market Street, 51st Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7599

ATTORNEY DOCKET NUMBER:	036285
NAME OF SUBMITTER:	Sandra Wintner
Signature:	/Sandra Wintner/
Date:	09/18/2009

Total Attachments: 9
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FIRST AMENDMENT TO SECURITY AGREEMENT

This **FIRST AMENDMENT TO SECURITY AGREEMENT** (this "Amendment"), dated as of September 17, 2009, is among **ALCO INDUSTRIES, INC.** (the "Company"), **MODERN EQUIPMENT COMPANY** ("Modern"), and **MILLER CHEMICAL & FERTILIZER CORPORATION** ("Miller") and collectively with the Company and Modern, the "Debtors"; individually, each a "Debtor"), and **PNC BANK, NATIONAL ASSOCIATION**, as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, the Debtors and the Administrative Agent are parties to a Security Agreement, dated as of April 30, 2007 (as amended, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, the Debtors and the Lender wish to amend the Security Agreement to evidence Administrative Agent's and the Secured Parties' security interest in certain new Trademarks on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Defined Terms.** Unless otherwise defined herein, capitalized terms have the meaning given to such terms in the Security Agreement.

2. **Amendment to Security Agreement.** Effective as of the date hereof, Schedule III to the Security Agreement is amended by substituting the Schedule III attached hereto for the Schedule III currently attached to the Security Agreement.

3. **Representations and Warranties.** Each Debtor hereby represents and warrants to the Administrative Agent that the execution and delivery of this Amendment by and on behalf of such Debtor has been duly authorized by all requisite action on behalf of such Debtor, and this Amendment constitutes the legal, valid and binding obligation of such Debtor, enforceable against it in accordance with its terms.

4. **Limited Effect.** Except as expressly modified hereby, the Security Agreement and the other Loan Documents shall continue to be, and shall remain, unaltered and in full force and effect in accordance with their terms.

5. **Miscellaneous.**

(a) **Expenses.** The Debtors hereby agree to pay all of the Administrative Agent's reasonable out-of-pocket fees and expenses incurred in connection with the preparation, negotiation and execution of this Amendment and any recordation thereof, including without limitation, the reasonable fees and expenses of counsel to the Administrative.

(b) Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

(c) Successor and Assigns. This Amendment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

(d) Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

(e) Headings. The headings of any paragraph of this Amendment are for convenience only and shall not be used to interpret any provision hereof.

(f) Modifications. No modification hereof or any agreement referred to herein shall be binding or enforceable unless in writing and signed on behalf of the party against whom enforcement is sought.

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

ALCO INDUSTRIES, INC.

By: *Daniel Damstra*
Name: *Daniel Damstra*
Title: *Vice President, Secretary & General Counsel*

MODERN EQUIPMENT COMPANY

By: *Daniel Damstra*
Name: *Daniel Damstra*
Title: *Secretary & General Counsel*

MILLER CHEMICAL & FERTILIZER CORPORATION

By: *Daniel Damstra*
Name: *Daniel Damstra*
Title: *Secretary & General Counsel*

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

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

ALCO INDUSTRIES, INC.

By: _____
Name:
Title:

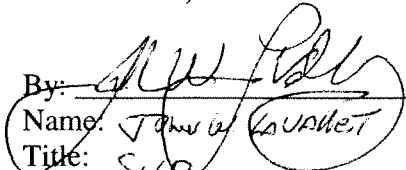
MODERN EQUIPMENT COMPANY

By: _____
Name:
Title:

MILLER CHEMICAL & FERTILIZER CORPORATION

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Johanna Kovalert
Title: SVP

TRADEMARKS AND TRADEMARK LICENSES

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
2,119,499	EHRHARDT	December 9, 1997
2,125,279	E and Design	December 30, 1997
1,287,526	HAYSITE	July 31, 1984
1,796,382	THERMALATE	October 5, 1993
1,836,181	ULTRATRAC	May 10, 1994
2,917,349	HAYSITE	December 1, 2003
3,094,107	HEATMEISER	May 16, 2006
76/673,329	CHEMSHIELD	February 28, 2007
3,468,481	HOH SHIELD	July 15, 2008
3,524,557	PRESERVE	October 28, 2008
76/673,324	SHIELD	February 28, 2007
3,283,423	BIOVITAL	August 21, 2007
3,409,653	GLOBALLY TESTED AND PROVEN CIRCLE WITH GLOBE DESIGN	April 8, 2008
3,409,652	GLOBALLY TESTED AND PROVEN CIRCLE WITH GLOBE DESIGN (COLOR)	April 8, 2008
3,454,218	NU-EXPRESS	June 24, 2008
3,048,352	CALEXIN	January 24, 2006
2,789,492	CARBOXY PLUS	December 2, 2003
2,731,178	EXIT	July 1, 2003

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
1,266,750	FERRIPLUS	February 14, 1984
1,200,774	FOAM FIGHTER	July 13, 1982
2,280,299	GREENSTIM	September 28, 1999
2,872,409	GROSTIM	August 10, 2004
1,194,969	HOT SAUCE	May 11, 1982
1,574,121	LIQUA-GEL	January 2, 1990
1,693,876	MICROPLEX	June 16, 1992
1,306,645	MILLER & Design	November 27, 1984
2,521,148	MILLERPLEX	December 18, 2001
2,583,949	MIST CONTROL	June 18, 2002
707,677	NU-FILM	November 29, 1960
945,022	NU-FILM-17	October 17, 1972
949,172	NU-FILM-P	December 26, 1972
1,599,076	NU-LURE	June 5, 1990
565,678	NUTRI-LEAF & Design	October 21, 1952
3,087,062	NUTRICHEM	May 2, 2006
2,163,115	NUTRIENT EXPRESS	June 9, 1998
2,747,046	ONESHOT	August 5, 2003
2,815,902	PERCOLATE	February 17, 2004
3,060,686	PERMEATE	February 21, 2006
2,511,824	PHEAST	November 27, 2001
912,087	PINOLENE	June 8, 1971
2,751,212	RED ARROW	August 12, 2003
54,343	SCALECID	June 26, 1906

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
2,080,217	SOFT-FILM	July 15, 1997
940,280	SOL-U-GRO	August 8, 1972
1,415,467	SPRAY-AIDE	November 4, 1986
2,453,500	SUGAR EXPRESS	February 26, 2002
3,216,699	SUSTAIN	March 13, 2007
2,596,216	SWATH MARKER	July 16, 2002
2,065,947	TRANSCUTICULAR DELIVERY SYSTEM	May 27, 1997
878,015	VAPOR GARD	October 7, 1969
2,636,837	VHPF	October 15, 2002
2,904,477	ZMC EXPRESS	November 23, 2004
1,531,613	JOHN WOOD	March 28, 1989
1,840,294	VALLEY FORGE PA JOHN WOOD	June 21, 1994
1,540,138	AGRIGAS	May 23, 1989
3,125,639	JET MELTER	August 8, 2006
3,026,687	MICRO JET MELTER	December 13, 2005
1,517,775	MOD TUNDISH	December 27, 1988
903,863	CURVEDGE	December 8, 1970
999,906	DURAGLAS	December 17, 1974
1,002,148	KROMATE	January 21, 1975
1,072,038	USC & DESIGN	August 30, 1977
1,139,613	FEATHER-RITE	September 16, 1980
1,146,776	ALL-METAL	February 10, 1981
1,717,362	KLEEN'N PREP	September 22, 1992

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
1,852,822	AVANT GARDE	September 6, 1994
1,879,430	HALF TIME	February 21, 1995
1,879,431	ICING	February 21, 1995
2,012,513	CARGROOM	October 29, 1996
2,006,883	CARGROOM	October 8, 1996
2,014,276	CARGROOM	November 5, 1996
2,014,277	CARGROOM & Design	November 5, 1996
1,994,124	CARGROOM & Design	August 13, 1996
2,008,974	CARGROOM & Design	October 15, 1996
2,008,973	CARGROOM & Design	October 15, 1996
680,644	BOND TITE	June 23, 1959
804,963	BOND TITE	March 8, 1966
1,351,179	BOND TITE & Design	July 30, 1985
1,092,313	MICROCEL	May 30, 1978
1,117,283	XL	May 1, 1979
1,350,165	SUPER GLAS	July 23, 1985
2,202,830	SPLIT-SECOND	November 10, 1998
2,370,455	TBL	July 25, 2000
2,372,383	SHARK SKIN	August 1, 2000
2,583,426	BLUE ICE	June 18, 2002
2,718,609	ELITE	May 27, 2003
2,875,057	FURY	August 17, 2004
1,600,157	MORTON PAINT CO. & Design	June 12, 1990
1,608,712	MORTON PAINT CO. & Design	August 7, 1990

**REG. NUMBER/
SERIAL NUMBER**

MARK

**REG. DATE/
FILING DATE**

2,361,354	MORTON PAINT COMPANY	June 27, 2000
2,369,960	MORTON PAINT COMPANY	July 25, 2000
2,376,612	MORTON PAINT COMPANY	August 15, 2000
2,674,670	PRO-SPRAY	January 14, 2003
3,051,587	OUTRAGEOUS	January 24, 2006
2,923,030	DEFENDER	February 1, 2005
3,146,900	ECSTASY	September 19, 2006
3,146,901	SHOCK WAVES	September 19, 2006
3,146,902	SILK	September 19, 2006
3,155,216	SPECTRA FLASH	October 10, 2006
3,270,278	FUZION	July 24, 2007
76/683,021	CHEM EXPRESS	October 17, 2007
3,547,262	MICRO EXPRESS	December 16, 2008
76/695,481	CALXPRESS	January 28, 2009
76/694,069	CLING TIGHT	November 6, 2008
3,542,375	ENERGY BOOSTER	December 9, 2008
3,669,705	ENERGY MAX	August 18, 2009
3,625,102	MIST-CONTROL	May 26, 2009
3,542,376	STARTER EXPRESS	December 9, 2008
3,625,103	SWATH MARKER	May 26, 2009
76/697,496	CHEMSHIELD	May 20, 2009
76/696,952	POD CEAL	April 20, 2009