

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0127 (exp. 02/28/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BERENDSEN FLUID POWER, INC.

- Individual(s)
- General Partnership
- Corporation- State: Oklahoma
- Other
- Association
- Limited Partnership

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: WELLS FARGO BANK d/b/a WELLS FARGO BUSINESS CREDIT

Internal

Address: MAC T5322-060

Street Address: 4975 Preston Park Blvd., Suite 600

City: Plano

State: Texas

Country: United States Zip: 75093

- Association Citizenship United States
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Minnesota
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 29, 2009

- Assignment
- Security Agreement
- Other Document No. 900144932
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2728773, 2468724, 2363788, 2491690, 1982573

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: PATTON BOGGS, LP

Internal Address:

Street Address: 1801 California Street, Suite 4900

City: Denver

State: Colorado Zip: 80202

Phone Number: 303-810-1776

Fax Number: 303-894-3239

Email Address: rcopes@pattonboggs.com

6. Total number of applications and registrations involved:

5

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ -0-

- Authorized to be charged to deposit account
- Enclosed

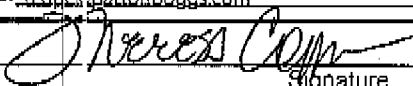
8. Payment Information:

Already paid by credit card on 10/08/2009

Deposit Account Number

Authorized User Name

9. Signature:



Signature

October 16, 2009

Date

Theresa Cope

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

18

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of September 29, 2009, is made by and among Berendsen Fluid Power, Inc., an Oklahoma corporation having a business location at the address set forth below next to its signature ("Berendsen"), Berendsen PMC, Inc., an Oklahoma corporation having a business location at the address set forth below next to its signature ("Berendsen PMC", and together with Berendsen, each a "Company" and collectively, jointly and severally, the "Companies"), and Wells Fargo Bank, National Association, acting through its Wells Fargo Business Credit operating division ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

Recitals

A. The Companies and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of the Companies.

B. As a condition to extending credit to or for the account of the Companies, Wells Fargo has required the execution and delivery of this Agreement by the Companies.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Each Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060. Each Company authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable governmental authority record this Agreement.

3. Representations, Warranties and Agreements. Each Company represents, warrants and agrees as follows:

(a) Existence; Authority. Each Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of each Company.

(b) Patents. Exhibit A accurately lists all Patents owned or controlled by each Company as of the date hereof, or to which any Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Company shall within 60 days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) Trademarks. Exhibit B accurately lists all state, United States and foreign Trademarks owned or controlled by each Company as of the date hereof which have been registered by the Companies and accurately reflects the existence and status of such registered Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations). If after the date hereof, any Company owns or controls any registered Trademarks not listed on Exhibit B (other than common law marks which are not material to any Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by a Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Companies shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to a Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Companies have absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Each Company (i) will have, at the time such Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, no Company will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Each Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Each Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least 30 days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If any Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Wells Fargo gives such Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if any Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of

such Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, each Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, each Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of each Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of each Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by any Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the indefeasible payment in full in cash and performance of all indebtedness.

4. **Company's Use of the Patents and Trademarks.** Each Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) any Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, each Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to any Company under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights any Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of each Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by each Company and delivered to Wells Fargo, and each Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement signed by the Companies or of any financing statement authorized by a Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Texas without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

8. THE PARTIES HERETO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Signatures follow.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

BERENDSEN FLUID POWER, INC.

By: Valerie L. Lister
Name: Valerie L. Lister
Title: CFO, VP, Assistant Secretary

BERENDSEN PMC, INC.

By: Valerie L. Lister
Name: Valerie L. Lister
Title: CFO, VP, Assistant Secretary

STATE OF Oklahoma)
COUNTY OF Tulsa)

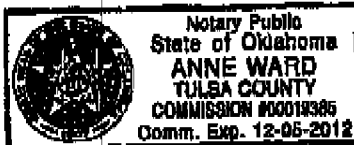
The foregoing instrument was acknowledged before me this 29th day of Sept. 2009 by Valerie L. Lister, the CFO, VP of Berendsen Fluid Power, Inc., an Oklahoma corporation, on behalf of the corporation.



Anne Ward
Notary Public

STATE OF Oklahoma)
COUNTY OF Tulsa)

The foregoing instrument was acknowledged before me this 29th day of Sept. 2009 by Valerie L. Lister, the CFO, VP of Berendsen PMC, Inc., an Oklahoma corporation, on behalf of the corporation.



Anne Ward
Notary Public

Wells Fargo Bank, National Association

WELLS FARGO BANK, NATIONAL ASSOCIATION

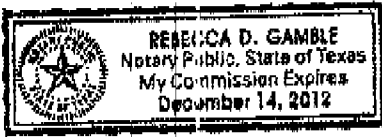
By Ron M. Zeiber

Its: Assistant Vice President

STATE OF Texas)
COUNTY OF Collin)

The foregoing instrument was acknowledged before me this 21st day of September, 2009, by Ron M. Zeiber, a Assistant Vice President of Wells Fargo Bank, National Association, on behalf of the national association.

Rebecca D. Gamble
Notary Public



Patent and Trademark Security Agreement
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EXHIBIT A

UNITED STATES ISSUED PATENTS

None

UNITED STATES PATENT APPLICATIONS

None

UNITED STATES PATENT LICENSES

None

FOREIGN ISSUED PATENTS

None


FOREIGN PATENT APPLICATIONS

None

FOREIGN PATENT LICENSES

None

EXHIBIT BUNITED STATES ISSUED TRADEMARKS, SERVICE MARKSAND COLLECTIVE MEMBERSHIP MARKSREGISTRATIONS

PRODUCT	LEGAL STATUS	KEY DATES	COMMENTS	GOODS & SERVICES
BERENDSEN FLUID POWER  Registration No. 2728773	Registered 06/24/2003 Section 8 & 15 affidavits have been accepted & acknowledged	06/24/2012 -- 06/24/2013 additional fee 06/24/2013 -- 12/24/2013	First Renewal due	<p>International Class 007 pneumatic grease guns; pneumatic hammers; machine parts; namely, cylinders; valves being parts of machines for hydraulics and pneumatics; shock absorbers for machines; drilling machines; electric hand-held; drills; hydraulic jacks; stands for hydraulic jacks; hydraulic turbines; hydraulic and pneumatic pumps; filters for machines for the hydraulic and pneumatic industry; mechanical mixing machines; transmission gears for machines; power transmission belts for machines; pneumatic conditioning systems comprised principally of filters, regulators, lubricators; structural and replacement parts for pneumatic conditioning systems, namely wall mounting brackets, tamper resistant covers and seal wires, lockout hasps, pressure gauges-back connections, seal wires, service life indicator conversion kits, electrical service indicators, panel nuts, rapid clamps, porting blocks, rapid mount pipe adapters, paid clamp wall mounting bracket, subbase mounted pressure switches, replacement pressure switches, rapid clamp and wall mounting brackets, manifold blocks, tamper resistant snap-on caps, wall bracket and panel mounting nuts, transition adapters, and vibration resistant washers</p> <p>International Class 009 data processing equipment; namely, computer and computer peripherals and parts therefor; electric cables; photographic cameras; photo cells; semi-conductors, sensors for measuring hydraulic systems; transmission equipment; namely, radio and telephone transmitters; receivers and amplifiers for use in connection with telephone signals;</p>

				<p>laboratory equipment; namely, test ovens; insulating electric wires; electric resistors; protective equipment; namely, surge protectors; computer software, namely customized computer software for use in creating and providing architectural drawings, schematics, blueprints and bills of sale for custom application of hydraulic power systems and hydraulic power units</p> <p>International Class 011 coolant recovery systems comprised principally of reservoirs, pumps, filters and cleaners</p> <p>International Class 017 plastic soldering threads; hoses for pneumatic tools; insulating paint for use in the hydraulic and pneumatic industry; insulation covers for industrial machinery; insulation jackets for industrial pipes; electrical insulators; namely, insulators for electrical mains, insulators for electrical cables and insulators for use in the hydraulic and pneumatic industry; and building insulation</p>
KODIAK Registration No. 2468724	Registered 07/17/2001 Section 8 & 15 affidavits have been accepted & acknowledged	07/17/2010 -- 07/17/2011 additional fee 07/17/2011 -- 01/17/2012	First Renewal due	International Class 007 industrial pneumatic valves
GRIZZLY Registration No. 2363788	Registered 07/04/2000 Section 8 & 15 affidavits have been accepted & acknowledged	07/04/2009 -- 07/04/2010 additional fee 07/04/2010 -- 01/04/2012	First Renewal due	International Class 007 pneumatic conditioning devices, namely filters, regulators lubricators and accessories, namely wall mounting brackets, tamper resistant covers and seal wires, lockout hasps, pressure gauges-back connections, seal wires, service life indicator conversion kits, electrical service indicators, panel nuts, rapid clamps, porting blocks, rapid mount pipe adapters, paid clamp wall mounting bracket, subbase mounted pressure switches, replacement pressure switches, rapid clamp and wall mounting brackets, manifold blocks, tamper resistant snap-on caps, wall bracket and panel mounting nuts, transition adapters, and vibration resistant washers
LYNX Registration No. 2491690	Registered 09/25/2001 Section 8 & 15 affidavits have	09/25/2010 -- 09/25/2011 additional fee 09/25/2011 --	First Renewal due	International Class 006 air cylinders

	been accepted & acknowledged	03/25/2012		
POWERQUOTES Registration No. 1982573	Registered 06/25/1996 The registration has been renewed	06/25/2015 -- 06/25/2016 additional fee 06/25/2016 -- 12/25/2016	Second Renewal due	International Class 009 computer software, namely customized computer software for use in creating and providing architectural drawings, schematics, blueprints and bills of sale for custom application of hydraulic power systems and hydraulic power units

None

APPLICATIONS

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None

LICENSES

None

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