

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
CB Acquisition, LLC		11/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	First Business Bank		
Street Address:	401 Charmany Drive		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	a Wisconsin State Bank: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2665643	CLEAN BURN	
Registration Number:	2715083	CLEAN BURN	
Registration Number:	3539746	CLEAN BURN	
Registration Number:	3542895	CLEAN BURN	
CORRESPONDENCE DATA			
Fax Number:	(608)258-4258		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	608-257-5035		
Email:	tschulz@foley.com,jolsen@foley.com		
Correspondent Name:	Foley & Lardner LLP		
Address Line 1:	150 East Gilman Street		
Address Line 4:	Madison, WISCONSIN 53703		
ATTORNEY DOCKET NUMBER:	075105-0122		
NAME OF SUBMITTER:	Tricia Schulz		

OP \$115.00 2665643

TRADEMARK

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REEL: 004423 FRAME: 0785

Signature:	/tschulz/
Date:	12/02/2010
Total Attachments: 7 source=CB Security Interest#page1.tif source=CB Security Interest#page2.tif source=CB Security Interest#page3.tif source=CB Security Interest#page4.tif source=CB Security Interest#page5.tif source=CB Security Interest#page6.tif source=CB Security Interest#page7.tif	

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, CB ACQUISITION, LLC, a Delaware limited liability company to be renamed CLEAN BURN, LLC (“**Grantor**”) owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, FIRST BUSINESS BANK, a Wisconsin state bank (the “**Grantee**”), desires to acquire a security interest in, and lien on, all of Grantor’s right, title and interest in and to Grantor’s trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Amended and Restated Credit and Security Agreement, dated as of November 12, 2010, by and among Lanair Products, LLC, CB Acquisition, LLC (n/k/a Clean Burn, LLC), and the Grantee (as amended from time to time, the “**Credit Agreement**”), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor’s right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the “**Marks**”) set forth on Schedule A attached hereto, (ii) the patents and patent applications (the “**Patents**”) set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

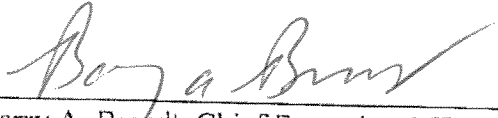
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the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

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 12th day of November, 2010.

GRANTOR:

CB ACQUISITION, LLC,
a Delaware limited liability company
to be renamed **CLEAN BURN, LLC**

By: 
Barry A. Brandt, Chief Executive Officer

GRANTEE:

FIRST BUSINESS BANK,
a Wisconsin state bank

By: _____
Mark J. Meloy, President

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 12th day of November, 2010.

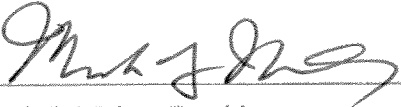
GRANTOR:

CB ACQUISITION, LLC,
a Delaware limited liability company
to be renamed **CLEAN BURN, LLC**

By: _____
Barry A. Brandt, Chief Executive Officer

GRANTEE:

FIRST BUSINESS BANK,
a Wisconsin state bank

By:  _____
Mark J. Meloy, President

STATE OF WISCONSIN)
COUNTY OF ROCK)

On this 12th day of November, 2010, before me personally came Barry A. Brandt, to me known, who, being by me duly sworn did depose and say that he is the Chief Executive Officer of CB Acquisition, LLC, a Delaware limited liability company to be renamed Clean Burn, LLC, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Sharon H. Clark
Notary Public

My Commission Expires: April 22, 2012

STATE OF WISCONSIN)
COUNTY OF DANE)

On this ____ day of November, 2010, before me personally came Mark J. Meloy, to me known, who, being by me duly sworn did depose and say that he is the President of First Business Bank, the bank described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF _____)
)
COUNTY OF _____)

On this ____ day of November, 2010, before me personally came Barry A. Brandt, to me known, who, being by me duly sworn did depose and say that he is the Chief Executive Officer of CB Acquisition, LLC, a Delaware limited liability company to be renamed Clean Burn, LLC, the company described in and which executed the foregoing instrument, and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF WISCONSIN)
)
COUNTY OF DANE)

On this 11th day of November, 2010, before me personally came Mark J. Meloy, to me known, who, being by me duly sworn did depose and say that he is the President of First Business Bank, the bank described in and which executed the foregoing instrument and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Stephanie Appliger
Notary Public

Stephanie Appliger

My Commission Expires: 2/16/14

Schedule A - Trademarks

Country	Trademark #	Filing Date	Registration Date
U.S.	2665643	May 29, 2001	December 24, 2002
U.S.	2715083	May 29, 2001	May 13, 2003
U.S.	3539746	February 7, 2008	December 2, 2008
U.S.	3542895	February 7, 2008	December 9, 2008

Schedule B – Patents

Country	Patent Title	Patent # (Application #)	Issue Date (File Date)	Owner
Appl. No. 12/347,921	Supplemental Transport Heater for Tanker Trailers	December 31, 2008 (Filed)	N/A	Appl. No. 12/347,921
U.S.	Multi-Oil Furnace Service Doors	5,408,941	April 25, 1995	CB Acquisition, LLC
U.S.	Burner Housing for Multi-Oil Furnaces	5,409,373	April 25, 1995	CB Acquisition, LLC
U.S.	Multi-Oil Furnace	5,531,212	July 2, 1996	CB Acquisition, LLC
U.S.	Air Flow Control Head for Multi-Oil Furnaces	6,048,197	April 11, 2000	CB Acquisition, LLC
U.S.	Coil Tube Heater for a Used-Oil Fired Furnace	6,085,701	July 11, 2000	CB Acquisition, LLC
U.S.	Linear Multi-Oil Furnace and Heat Exchanger	6,694,968	February 24, 2004	CB Acquisition, LLC