

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
Beacon Industrial Group LLC		12/31/2010	LIMITED LIABILITY COMPANY: DELAWARE
Pneumafil Corporation		12/31/2010	CORPORATION: DELAWARE
Menardi Mikropul LLC		12/31/2010	LIMITED LIABILITY COMPANY: DELAWARE
LCI Corporation International		12/31/2010	CORPORATION: NORTH CAROLINA
Mikropul Canada Inc.		12/31/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	120 South LaSalle Street		
Internal Address:	Suite 200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a banking corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2007224	UNILOAD	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		
Address Line 1:	222 North LaSalle Street		
Address Line 2:	Suite 2500		

CH \$40.00 2007224

900182148

TRADEMARK
REEL: 004459 FRAME: 0621

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40180.00.0041-D.MANGAN
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NAME OF SUBMITTER:	Patricia O'Donoghue
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Signature:	/Patricia O'Donoghue/
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Date:	01/24/2011
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Total Attachments: 14

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Security Agreement**”) made as of this 31st day of December, 2010, by and among BEACON INDUSTRIAL GROUP LLC, a Delaware limited liability company, PNEUMAFIL CORPORATION, a Delaware corporation, MENARDI MIKROPUL LLC, a Delaware limited liability company, LCI CORPORATION INTERNATIONAL, a North Carolina corporation, and MIKROPUL CANADA INC., a Delaware corporation (individually and collectively, “**Borrower**”), with an office located at 4404 Chesapeake Drive, Charlotte, North Carolina 28216, in favor of THE PRIVATEBANK AND TRUST COMPANY (“**Lender**”), with an office at 120 South LaSalle Street, Suite 200, Chicago, Illinois 60603.

W I T N E S S E T H:

WHEREAS, Borrower and Lender are parties to a certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended, restated, supplemented or otherwise modified from time to time, the “**Financing Agreements**”), which Financing Agreements provide (i) for Lender to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Lender of a security interest in certain of Borrower’s assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Lender, and hereby reaffirms its grant pursuant to the Financing Agreements of, a continuing security interest in Borrower’s entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes

hereinafter individually and/or collectively referred to as the “**Trademarks**”); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower’s business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) To the knowledge of Borrower, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens (other than Permitted Liens), charges and encumbrances, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Except as otherwise set forth herein, Borrower agrees that until Borrower’s Obligations shall have been satisfied in full and the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Lender, such consent not to be unreasonably withheld, sell or assign (other than Permitted Liens) its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than “intent to use” applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower’s Obligations shall have been satisfied in full or before the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Lender, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Lender prompt written notice thereof. Borrower hereby authorizes Lender to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties; Term. The term of this Security Agreement shall extend until the payment in full of Borrower’s Obligations and the termination of the Financing Agreements. Borrower agrees that upon the occurrence and during the continuance of an Event of Default, the use by Lender of all Trademarks shall be without any liability for royalties or other related charges from Lender to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. During the continuance of an Event of Default, Borrower agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Obligations and termination of the Financing Agreements, Lender shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Financing Agreements.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Obligations.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently, as commercially reasonable, any trademark applications pending as of the date hereof or hereafter until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable unless Borrower shall reasonably determine that any of the Trademarks is of negligible economic value to Borrower and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable unless Borrower shall reasonably determine that any of the Trademarks is of negligible economic value to Borrower. Any expenses incurred in connection with Borrower's Obligations under this Section 10 shall be borne by Borrower.

11. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Lender upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Obligations shall have been paid in full and the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Lender, its successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

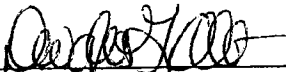
(Signature Pages Follow)

(Signature Page to Trademark Security Agreement)


IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

BORROWER:


BEACON INDUSTRIAL GROUP LLC, a
Delaware limited liability company

By: 
Douglas Albert
President and Chief Executive Officer

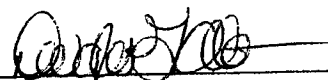
PNEUMAFIL CORPORATION, a
Delaware corporation

By: 
Douglas Albert
President and Chief Executive Officer

MENARDI MIKROPUL LLC, a
Delaware limited liability company

By: 
Douglas Albert
President and Chief Executive Officer

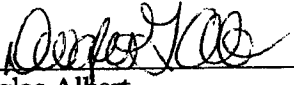
LCI CORPORATION
INTERNATIONAL, a North Carolina
corporation

By: 
Douglas Albert
President and Chief Executive Officer

(Signature Page to Trademark Security Agreement)

BORROWER:

MIKROPUL CANADA INC., a Delaware
corporation

By: 

Douglas Albert
President and Chief Executive Officer

(Signature Page to Trademark Security Agreement)

Agreed and Accepted
As of the Date First Written Above

LENDER:

**THE PRIVATEBANK AND TRUST
COMPANY**

By: 
Susan Lanz
Managing Director

CHICAGO/#2150103

TRADEMARK
REEL: 004459 FRAME: 0630

SCHEDULE A**TRADEMARK REGISTRATIONS AND APPLICATIONS****Menardi-Mikropul LLC**

Trademark Title	Country	Registration Number	Status	Original File Date
CHEMFLEX	US	1,854,362	registered	9/20/94
GRAF-O-SIL	US	951,424	registered	01/23/73
HCE (and design)	Australia	217020	registered	2/19/1968
HCE	Benelux	098659	registered	12/23/1971
HCE	Brazil	007566808	registered	10/10/1995
HCE	Italy	441861	registered	8/24/1981
HCE	Switzerland	324729	registered	8/22/1981
MENARDI	India	1603150	Filed By RBH firm	Nov 2007
MENARDI	US	3,241,794	Registered By RBH firm	5/15/2007
MIKROPUL	US	1,957,035	registered	2/20/1996
MIKROPUL	Australia	825190	registered	2/28/2000
MIKROPUL	Benelux	055474	registered	7/29/1971
MIKROPUL	Brazil	007.045.735	registered	6/25/1979
MIKROPUL	European Union	3359361	registered	9/18/03
MIKROPUL (Cl. 7)	India	262419	registered	2/6/1970
MIKROPUL (Cl. 9)	India	262420	registered	2/6/1970
MIKROPUL (Cl. 11)	India	262422	registered	2/6/1970
MIKROPUL (Cl. 11)	Mexico	459055	registered	5/2/1994

Trademark Title	Country	Registration Number	Status	Original File Date
MIKROPUL (Cl. 11)	New Zealand	B106824	registered	12/21/1974
MIKROPUL (Cl. 11)	South Africa	71/0049	registered	1/6/1971
MIKROPUL (Cl. 7)	South Africa	74/5908	registered	11/7/1984
MIKROPUL (Cl. 18)	Venezuela	11.167-89	registered	9/20/1993
MIKRO-PULSAIRE	US	1,939,193	registered	12/5/1995
MIKRO-PULSAIRE	Australia	217021	registered	2/19/1968
MIKRO-PULSAIRE	Benelux	098658	registered	12/23/1991
MIKRO-PULSAIRE	Brazil	780.136.705	registered	5/11/1992
MIKRO-PULSAIRE	Brazil	006.258.182	registered	3/25/1996
MIKRO-PULSAIRE	Canada	159,626	registered	11/29/1998
MIKRO-PULSAIRE	France	1,376,703	registered	7/16/1996
MIKRO-PULSAIRE	Germany	768610	registered	9/14/1991
MIKRO-PULSAIRE (CL. 7)	India	262423	registered	2/6/1998
MIKRO-PULSAIRE (CL. 9)	India	262424	registered	2/6/1998
MIKRO-PULSAIRE (CL. 11)	India	262425	registered	2/6/1998
MIKRO-PULSAIRE	Italy	441884	registered	8/3/1981
MIKRO-PULSAIRE (CL. 7)	Mexico	144928	registered	9/9/1992
MIKRO-PULSAIRE (CL. 11)	Mexico	137504	registered	10/25/1991
MIKRO-PULSAIRE (CL. 11)	New Zealand	B106825	registered	12/21/1994
MIKRO-PULSAIRE	South Africa	71/0043	registered	1/6/1991
MIKRO-PULSAIRE	Switzerland	314054	registered	8/24/1981

Trademark Title	Country	Registration Number	Status	Original File Date
MIKRO-PULSAIRE	United Kingdom	824644	registered	8/25/1996
MIKRO-PULSAIRE (CL. 7)	Venezuela	19.030-90	registered	11/7/1990
MIKRO-PULSAIRE (CL. 23)	Venezuela	19.031-90	registered	11/7/1990
MIKROTEMP	Japan	4535052	registered	1/11/2002
MIKROTEMP	South Africa	99/00401	registered	1/13/1999
MIKROTEX	US	1,129,207	registered	1/15/1980
MIKROTEX	Australia	A354037	registered	12/2/1987
MIKROTEX	Australia	A354038	registered	12/2/1987
MIKROTEX	Canada	268,833	registered	5/7/1997
MIKROTEX	Germany	1040912	registered	12/2/1990
MIKROTEX	United Kingdom	1183125	registered	10/9/1989
POP-TOP	US	1,734,635	registered	11/24/1992
TUFLEX	US	995,833	registered	12/15/1974

Pneumafil Corporation

Trademark Title	Country	Registration Number	Status	Original File Date
ABINGTON (Stylized)	US	556,903	registered	4/1/1952
ABINGTON	BANGLADESH	99651	filed	7/3/2006
ABINGTON	INDIA	1479949	filed	8/18/2006
ABINGTON	TURKEY	2006/040433	filed	8/21/2006
EVERCLEAN	US	2,206,166	registered	11/24/1998

Trademark Title	Country	Registration Number	Status	Original File Date
FLEX-PLEET	US	1,904,950	registered	7/11/1995
PARAFLO	US	1,692,804	registered	6/9/1992
PNEUMAFIL (Stylized)	US	527,089	registered	7/4/1950
PNEUMAFIL	US	1,133,581	registered	4/22/1980
PNEUMAFIL	US	1,159,680	registered	7/7/1981
PNEUMAFIL	BANGLADESH	99652	filed	7/3/2006
PNEUMAFIL CL. 07	CHINA	6625401	registered	3/28/2010
PNEUMAFIL CL. 06	CHINA	6625402	registered	3/28/2010
PNEUMAFIL CL. 11	CHINA	6625403	filed	3/28/2008
PNEUMAFIL CL. 11	INDIA	1479948	registered	8/18/2006
PNEUMAFIL	INDONESIA	IDM000 - 226031 CL 6 226032 CL 11 226033 CL 7	registered	4/21/2008
PNEUMAFIL CL. 06	PAKISTAN	248181	filed	3/26/2008
PNEUMAFIL CL. 011	PAKISTAN	248182	filed	3/26/2008
PNEUMAFIL CL. 07	PAKISTAN	248183	filed	3/26/2008
PNEUMAFIL	THAILAND	KOR302569	registered	4/1/2008
PNEUMAFIL CL. 06	VIETNAM	132978	registered	4/21/2008
PNEUMAFIL	TURKEY	2006/040432	Filed	8/21/2006
PNEUMAFIL	CANADA	UCA46985	registered	7/17/1953
PNEUMAFILL	US	1,717,055	registered	9/15/1992
PNEUMA-STRIP	US	1,381,489	registered	2/4/1986

Trademark Title	Country	Registration Number	Status	Original File Date
TURBA-FILM	Australia	A152381US	registered	1/22/1959
TURBA-FILM (Cl. 7)	Brazil	760313644	registered	3/30/1982
TURBA-FILM (Cl. 11)	Brazil	200069520	registered	3/30/1982
TURBA-FILM	Canada	UCA46176	registered	10/15/1952
TURBA-FILM	Denmark	0485/59	registered	3/14/1959
TURBA-FILM	India	188611	registered	1/20/2001
TURBA-FILM	Mexico	95,881	registered	1/24/1959
UNDERFRAME CONDITIONING SYSTEM	US	1,953,827	registered	1/30/1996
UNILoad	US	2,007,224	Registered	10/8/1996

LCI Corporation

Trademark Title	Country	Registration Number	Status	Original File Date
VISTRAC	US	1,772,211	registered	5/18/1993
VISTRAN	US	1,862,142	registered	11/8/1994
LCI	US	1,812,598	registered	12/21/1993
LCI (design)	US	1,821,937	registered	2/15/1994
LABVAP	US	2,600,946	registered	07/30/2002
LCI Logo	Germany	2,057,085	registered	4/11/1992
LCI	France	92/420,266	registered	5/25/1992
LABVAP	Canada	TMA630,736	registered	1/21/2005
LABVAP	Mexico	761,410	registered	8/27/2002

LABVAP	Community Trademark	002610244	registered	6/10/2003
TURBA-FILM	US	588,940	registered	4/27/1954