

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ALCO INDUSTRIES, INC.		02/28/2011	CORPORATION: DELAWARE
MODERN EQUIPMENT COMPANY		02/28/2011	CORPORATION: WISCONSIN
MILLER CHEMICAL & FERTILIZER CORPORATION		02/28/2011	CORPORATION: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	PNC BANK, NATIONAL ASSOCIATION		
<b>Street Address:</b>	1600 Market Street		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76704616	CARBO-TERPENE	
<b>Registration Number:</b>	3821036	DEFENDER TRUCK BED LINER	
<b>Serial Number:</b>	76704725	PERCOLATE	
<b>Serial Number:</b>	76705001	ENVIROFIX	
<b>Serial Number:</b>	76705005	SOL-U-K	
<b>Serial Number:</b>	76705236	SOL-U-AID	
<b>Serial Number:</b>	76706221	FORTI-SOIL	
<b>Serial Number:</b>	77929251	PROTECTOR	
<b>Serial Number:</b>	85209330	MIETHER BEARING PRODUCTS	
<b>Serial Number:</b>	85242632	MBP	
<b>Serial Number:</b>	85242574	MIETHER MACHINE WORKS	

CH \$415.00 76704616

Serial Number:	85242551	MMW
Serial Number:	85205114	OPTIMA
Serial Number:	85206661	LOOK FOR THE FLAT TOP
Serial Number:	85206669	WE'VE ALWAYS BEEN GREEN!
Serial Number:	85242642	MIETHER

**CORRESPONDENCE DATA**

Fax Number: (215)864-8999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (215) 864-8407  
Email: wintners@ballardspahr.com  
Correspondent Name: Sandra M. 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 M. Wintner
Signature:	/Sandra M. Wintner/
Date:	03/01/2011

Total Attachments: 10  
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## SECOND AMENDMENT TO SECURITY AGREEMENT

This **SECOND AMENDMENT TO SECURITY AGREEMENT** (this "Amendment"), dated as of February 28, 2011, 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 Patents and 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. **Amendments to Security Agreement**. Effective as of the date hereof, the Security Agreement is hereby amended as follows:

(a) Schedule II to the Security Agreement is amended by inserting the following description at the end of the Patents listed for Miller:

"U.S. Patent Application No. 61/366,092, filed July 20, 2010 entitled *Compositions and Methods for Anti-Icing/De-Icing*," and

"U.S. Patent Application No. 61/407,092, filed October 27, 2010 entitled "Soluble Calcium Fertilizer Formulation".

For Miether:

"U.S. Patent Application No. 12/788,798 filed November 27, 2010, entitled "Pillow Block Seal"

Further, Patent Application No. 10/958,548 has been abandoned.

(b) 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:

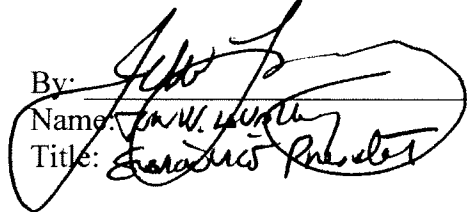
**MODERN EQUIPMENT COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**MILLER CHEMICAL & FERTILIZER CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**PNC BANK, NATIONAL ASSOCIATION**

By:   
Name: J. W. Hester  
Title: Executive President

SCHEDULE III TO  
Security Agreement

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	SCALECIDE	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
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
1,852,822	AVANT GARDE	September 6, 1994

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
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
1,600,157	MORTON PAINT CO. & Design	June 12, 1990
1,608,712	MORTON PAINT CO. & Design	August 7, 1990
2,361,354	MORTON PAINT COMPANY	June 27, 2000
2,369,960	MORTON PAINT COMPANY	July 25, 2000

<u>REG. NUMBER/ SERIAL NUMBER</u>	<u>MARK</u>	<u>REG. DATE/ FILING DATE</u>
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
3,710,798	CLING TIGHT	November 17, 2009
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
3,832,261	CHEMSHIELD	August 10, 2010
3,726,790	POD CEAL	December 15, 2009
76/704616	CARBO-TERPENE	September 23, 2010
3,821,036	DEFENDER	July 20, 2010
76/704,725	PERCOLATE	September 29, 2010
76/705,001	ENVIROFIX	October 21, 2010

**REG. NUMBER/  
SERIAL NUMBER**

**MARK**

**REG. DATE/  
FILING DATE**

76/705,005	SOL-U-K	October 21, 2010
76/705,236	SOL-U-AID	November 5, 2010
76/706,221	FORTI-SOIL	February 1, 2011
77/929,251	PROTECTOR	February 5, 2010
85/209,330	MIETHER BEARING PRODUCTS	January 3, 2011
85/242,632	MBP	February 15, 2011
85/242,574	MIETHER MACHINE WORKS	February 15, 2011
85/242,551	MMW	February 15, 2011
85/205,114	OPTIMA	December 23, 2010
85/206,661	LOOK FOR THE FLAT TOP	December 28, 2010
85/206,669	WE'VE ALWAYS BEEN GREEN!	December 28, 2010
85/242,642	MEITHER	February 15, 2011