

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
PRECISION VALVE CORPORATION		06/20/2011	CORPORATION:

RECEIVING PARTY DATA

Name:	MH Trust
Street Address:	19 Hewitt Avenue
City:	Bronxville
State/Country:	NEW YORK
Postal Code:	10708
Entity Type:	TRUST:

Name:	Josephine Abplanalp
Street Address:	10 Hewitt Avenue
City:	Bronxville
State/Country:	NEW YORK
Postal Code:	10708
Entity Type:	INDIVIDUAL:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	76686425	P
Serial Number:	76681836	PRECISION
Serial Number:	76681835	PRECISION A PRECISION VALVE COMPANY
Registration Number:	1336718	ACC-U-SOL
Registration Number:	1033347	P
Registration Number:	0790594	PRECISION

CORRESPONDENCE DATA

900196745

**TRADEMARK
 REEL: 004580 FRAME: 0115**

CH \$165.00 76686425

Fax Number: (212)468-4888
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-468-4800
Email: gboyd@dglaw.com, jharris@dglaw.com
Correspondent Name: S. Gregory Boyd
Address Line 1: 1740 Broadway, Davis & Gilbert LLP
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	25972-9999-000-ASSN-JH
NAME OF SUBMITTER:	S. Gregory Boyd
Signature:	/S. Gregory Boyd/
Date:	07/12/2011

Total Attachments: 17

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TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "*Agreement*"), dated June 20, 2011, is by and between PRECISION VALVE CORPORATION, a corporation organized under the laws of the State of New York (the "*Debtor*"), and Josephine Abplanalp ("*Mrs. Abplanalp*"), and the Josephine Abplanalp Revocable Living Trust for the benefit of Marie A. Holcombe U/A/D January 6, 2006 (the "*MH Trust*," and together with Mrs. Abplanalp, the "*Secured Parties*").

WITNESSETH:

WHEREAS, the Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, in consideration of the accommodations of the Secured Parties as set forth in the Royalties and Intellectual Property Restructuring Agreement, dated as of the date hereof, by and among the Debtor, Mrs. Abplanalp, Marie A. Holcombe, BMW Machinery Co., Inc., John P. Abplanalp, the Josephine Abplanalp Revocable Living Trust for the benefit of John P. Abplanalp U/A/D January 5, 2006, the Irrevocable Trust between Tonina Roboz Abplanalp, and Kathryn L. Carson, Trustee U/A/D January 7, 2006, MML Capital Partners Fund V, LP, MML Capital Partners Fund V GP Limited and SHP Capital Solutions Fund L.P. (the "*RRA*"), the Debtor has agreed to secure its obligations under the RRA and the MH Trust Notes (herein throughout as defined in the RRA) as set forth herein;

WHEREAS, Burdale Capital Finance, Inc., in its capacity as agent, MML Capital Partners Fund V, LP ("*MML*"), MML Capital Partners Fund V GP Limited ("*MML GP*," and together with MML, the "*MML Parties*"), the Secured Parties, the Debtor and PVC Enterprises, Inc. have entered into that certain Intercreditor and Lien Subordination Agreement (the "*Intercreditor Agreement*"), dated as of the date hereof, to, among other things, confirm the relative priority of the liens and security interests of the Senior Creditor Secured Parties (as such term and other capitalized terms not otherwise defined herein are defined in the Intercreditor Agreement) and the Secured Parties in the assets and properties of the Debtor and Guarantors, including in the Collateral;

WHEREAS, pursuant to the Intercreditor Agreement, the Secured Parties' security interest in the Collateral is subordinated to the security interest of the Senior Creditor Secured Parties; and

WHEREAS, in order to induce the Secured Parties to enter into the RRA and the other Junior Creditor Documents and to provide financial accommodations to the Debtor pursuant thereto, the Debtor has agreed to grant to the Secured Parties certain collateral security as set forth herein.

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

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1. Grant of Security Interest.

(a) As collateral security for the prompt performance, observance and payment in full of all of (i) the obligations of the Debtor under the RRA to pay Mrs. Abplanalp \$400,000 per annum during her lifetime and any damages for breach thereof, (ii) the obligation of the Debtor under the MH Trust Notes, and (iii) the obligations of the Debtor hereunder and under any other Junior Creditor Documents (collectively, the "**Obligations**"), the Debtor hereby grants to the Secured Parties a continuing security interest in and a general lien upon, and a conditional collateral assignment of, the following (being collectively referred to herein as the "**Collateral**"): (a) all of the Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of the Debtor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to the Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "**Trademarks**"); and (ii) all prints and labels on which such Trademarks have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by the Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this Section 1, the Collateral shall not include any Excluded Assets (as defined in the Senior Creditor Documents, as of the date hereof) or any rights or interest in any contract, license or license agreement covering personal property of the Debtor, so long as under the terms of such contract, license or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein to the Secured Parties is prohibited and such prohibition has not been or is not waived or the consent of the other party to such contract, license or license agreement has not been or is not otherwise obtained; provided, that, the foregoing exclusion shall in no way be construed (i) to apply if any such prohibition is unenforceable under the Uniform Commercial Code or other applicable law or (ii) so as to limit, impair or otherwise affect the Secured Parties' unconditional continuing security interests in and liens upon any rights or interests of the Debtor in or to monies due or to become due under any such contract, license or license agreement.

(b) Notwithstanding anything herein to the contrary, prior to the Discharge of Senior Creditor Debt, the security interest granted to the Secured Parties pursuant to this Agreement shall be a junior lien on and security interest in the Collateral and the exercise of any

right or remedy by the Secured Parties hereunder is subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

2. Obligations Secured. The security interest, lien and other interests granted to the Secured Parties pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. The Debtor hereby represents, warrants and covenants with and to each Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding (other than indemnification and other contingent obligations not yet due and owing)):

(a) The Debtor shall pay and perform all of the Obligations according to their terms to the extent required by the Junior Creditor Documents.

(b) To the Debtor's knowledge, all of the existing Trademarks are valid and subsisting in full force and effect, and the Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder, except, in each case, as could not reasonably be expected to have a Material Adverse Effect (herein throughout as defined in the Senior Creditor Documents as of the date hereof). The Debtor shall, at the Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks including, without limitation, the filing of any renewal affidavits and applications, except, in each case, as could not reasonably be expected to have a Material Adverse Effect. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Senior Creditor Documents, (ii) the security interests permitted under the Senior Creditor Documents, (iii) the licenses permitted under Section 3(e) below and (iv) Permitted Encumbrances (as defined in the Senior Creditor Documents).

(c) The Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of each Secured Party, except as otherwise permitted herein or in the Senior Creditor Documents. Nothing in this Agreement shall be deemed a consent by any Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) The Debtor shall, at the Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by any Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement and in accordance with the Junior Creditor Documents. The Debtor hereby authorizes each Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by such Secured Party or as otherwise determined by such Secured Party. The Debtor further authorizes each Secured Party to have this Agreement or

any other similar security agreement filed with the United States Patent and Trademark Office or any other appropriate federal, state or government office.

(e) As of the date hereof, to its knowledge, the Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) The Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to each Secured Party two (2) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to each Secured Party's exercise of the rights and remedies granted to each Secured Party hereunder.

(g) Each Secured Party may, in its discretion, pay any amount or do any act which the Debtor fails to pay or do as required hereunder or as requested by any Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. The Debtor shall be liable to such Secured Party for any such payment, which payment shall be deemed an advance by such Secured Party to the Debtor, shall be payable on demand together with interest at the rate then applicable to the MH Trust Notes and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, the Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of a Secured Party, the Debtor shall promptly execute and deliver to the Secured Parties any and all assignments, agreements, instruments, documents and such other papers as may be requested by a Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of the Secured Parties.

(i) The Debtor has not abandoned any of the Trademarks, and the Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, except as could not reasonably be expected to have a Material Adverse Effect.

(j) The Debtor shall render any assistance to any Secured Party, as such Secured Party shall determine is reasonably necessary, to such Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks

as the Debtor's exclusive property and to protect the Secured Parties' interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Except as would have a Material Adverse Effect, to the Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to the Secured Parties, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Secured Parties hereunder and (ii) there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which the Debtor is a party. The Debtor shall promptly notify each Secured Party if the Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which, in the Debtor's opinion, infringes on any Trademark. If requested by a Secured Party in such Secured Party's reasonable discretion, the Debtor, at the Debtor's expense, shall join with such Secured Party in such action as such Secured Party, in such Secured Party's discretion, may deem reasonably advisable for the protection of such Secured Party's interest in and to the Trademarks.

(l) The Debtor assumes all responsibility and liability arising from the use of the Trademarks by the Debtor, and the Debtor hereby indemnifies and holds each Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by the Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by the Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations and the termination of this Agreement.

(m) The Debtor shall promptly pay each Secured Party for any and all reasonable expenditures made by such Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder.

4. Events of Default. The occurrence or existence of any event of default or any failure to pay or perform any obligation when due or other equivalent event under the RRA, the MH Trust Notes or any other Junior Creditor Document is referred to herein individually as an "*Event of Default*", and collectively as "*Events of Default*".

5. Rights and Remedies. Subject to the provisions of the Intercreditor Agreement, at any time an Event of Default has occurred and is continuing, in addition to all other rights and remedies of a Secured Party, whether provided under this Agreement, the RRA, the MH Trust Notes, the other Junior Creditor Documents, applicable law or otherwise, each Secured Party shall have the following rights and remedies, which may be exercised without notice to, or consent by, the Debtor except as such notice or consent is expressly provided for hereunder:

(a) Any Secured Party may require that neither the Debtor nor any subsidiary of the Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Any Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to the Secured Parties by the Debtor or any subsidiary or affiliate of the Debtor or for such other reason as Secured Party may determine.

(b) Any Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as such Secured Party shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Any Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to the Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to the Debtor of any proposed disposition shall be deemed reasonable notice thereof, and the Debtor waives any other notice with respect thereto. Any Secured Party shall have the power to buy the Collateral or any part thereof, and any Secured Party shall also have the power to execute assurances and perform all other acts which such Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, the Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, any Secured Party may at any time execute and deliver on behalf of the Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. The Debtor agrees to pay any Secured Party on demand all out-of-pocket costs such Secured Party incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. The Debtor agrees that neither Secured Party has any obligation to preserve rights to the Trademarks against any other parties.

(e) Each Secured Party shall apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral in accordance with the terms of the RRA.

(f) The Debtor shall supply to each Secured Party or to such Secured Party's designee, the Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and the Debtor's records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring any Secured Party to take any such action at any time. All of the Secured Parties' rights and remedies,

whether provided under this Agreement, the other Junior Creditor Documents, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of a Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the State of New York.

(b) Each of the Debtor and each of the Secured Parties irrevocably consents and submits to the non-exclusive jurisdiction of the Supreme Court of New York County, New York and the United States District Court for the Southern District of New York, whichever the Secured Parties may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Junior Creditor Documents or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Junior Creditor Documents or the transactions related hereto or thereto, in each case, whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that each Secured Party shall have the right to bring any action or proceeding against the Debtor or its property in the courts of any other jurisdiction which such Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against the Debtor or its property).

(c) The Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at the relevant Secured Party's option, by service upon the Debtor in any other manner provided under the rules of any such courts.

(d) THE DEBTOR AND EACH SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER JUNIOR CREDITOR DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE DEBTOR AND THE SECURED PARTIES OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER JUNIOR CREDITOR DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. THE DEBTOR AND EACH SECURED PARTY EACH HEREBY

AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE DEBTOR OR A SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE DEBTOR AND THE SECURED PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, a Secured Party shall not have any liability to the Debtor (whether in tort, contract, equity or otherwise) for losses suffered by the Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by such Secured Party.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next Business Day, one (1) Business Day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 7(b) below. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to the Debtor:

Precision Valve Corporation
700 Nepperhan Avenue
Yonkers, New York 10703
Attention: Albert Mariani, Jr.
Facsimile No.: 914-966-4428

If to MH Trust:

Marie A. Holcombe
19 Hewitt Avenue
Bronxville, NY 10708
Phone No.: (914) 793-4161
Facsimile No.: (914) 337-9216

Josephine Abplanalp
10 Hewitt Avenue
Bronxville, NY 10708
Phone No.: (914) 961-9214
Facsimile No.: (914) 961-7119

James J. Veneruso, Esq.
Griffin, Coogan & Veneruso, P.C.
51 Pond Field Road
Bronxville, NY 10708
Phone No.: (914) 961-1300
Facsimile No.: (914) 793-0608

with a copy to:

White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Attn: Cecily P. McGuire, Esq.
Phone No.: (212) 819-8265
Facsimile No: (212) 354-8113

If to Josephine Abplanalp:

Josephine Abplanalp
10 Hewitt Avenue
Bronxville, NY 10708
Phone No.: (914) 961-9214
Facsimile No.: (914) 961-7119

with a copy to:

Debevoise & Plimpton LLP
919 Third Avenue
New York, NY 10022
Attn: Bruce D. Haims, Esq.
Phone No.: (212) 909-6441
Facsimile No.: (212) 521-7441

(b) Notices and other communications to a Secured Party hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by such Secured Party or as otherwise determined by

such Secured Party. Unless a Secured Party otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Intercreditor Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to the Debtor or a Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived by the Secured Parties or is cured in a manner satisfactory to the Secured Parties. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Junior Creditor Documents and any other document referred to herein or therein shall be binding upon the Debtor and its successors and assigns and inure to the benefit of and be enforceable by each Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of the Debtor and each Secured Party. The Secured Parties shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of each Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by a Secured Party of

any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which such Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

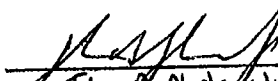
(h) The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to each Secured Party pursuant to the RRA. The Debtor hereby acknowledges and affirms that the rights and remedies of each Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the RRA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement (other than a provision incorporating a provision of the Intercreditor Agreement and the provisions of Section 1(b) of this Agreement) is deemed to conflict with the RRA, the provisions of the RRA shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Debtor and the Secured Parties have executed this Agreement as of the day and year first above written.


DEBTOR:

PRECISION VALVE CORPORATION
a New York corporation

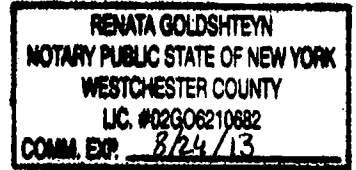
By: 
Name: John P. Abplanalp
Title: President - CEO

STATE OF New York)
) ss.:
COUNTY OF Westchester)

On this 20th day of June, 2011, before me personally came John P. Abplanalp to me known, who being duly sworn, did depose and say, that he/she is the President and CEO of PRECISION VALVE CORPORATION, the company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors or managers of said company.


Notary Public

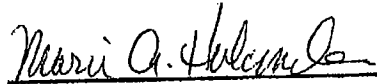
[SIGNATURES CONTINUED ON NEXT PAGE]

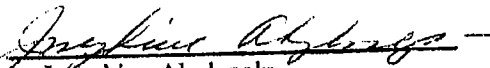


[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

SECURED PARTIES:

JOSEPHINE ABPLANALP REVOCABLE
LIVING TRUST FOR THE BENEFIT OF
MARIE A. HOLCOMBE U/A/D
JANUARY 6, 2006

By: 
Name: Marie A. Holcombe
Title: Trustee

By: 
Name: Josephine Abplanalp
Title: Trustee


JOSEPHINE ABPLANALP

Signature Page to Trademark Collateral Assignment and Security Agreement

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS

Trademark	Registration Number	Registration Date
ACC-U-SOL	05/21/1985	1,336,718
P	02/10/1976	1033347
PRECISION AND DESIGN	06/08/1965	790,594

LIST OF TRADEMARK APPLICATIONS

Trademark Application	Application/Serial Number	Application Date
P AND CRESENT DEVICE	02/01/2008	76/686,425
PRECISION AND DESIGN	09/13/2007	76/681,836
PRECISION, A PRECISION VALVE COMPANY AND DESIGN	09/13/2007	76/681,835

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1401629v1 25972 9999-000

TRADEMARK
REEL: 004580 FRAME: 0130

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

Name of Document	Date of Document	Licensor	Term	Licensed Intellectual Property
None				

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NEWYORK 8182165 v2 (2K)

1401629v1 25972 9999-000

TRADEMARK
REEL: 004580 FRAME: 0131

STATE OF _____)
) ss.:
COUNTY OF _____)

On this ____ day of June, 2011, before me personally came _____, to me known, who being duly sworn, did depose and say, that he/she is the _____ of PRECISION VALVE CORPORATION, the company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the board of directors or managers of said company.

Notary Public

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NEWYORK 8182165 v2 (2K)

1401629v1 25972 9999-000