

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
Mac Process Inc.		06/30/2011	CORPORATION: KANSAS

RECEIVING PARTY DATA

Name:	Commerzbank Aktiengesellschaft, Filiale Luxemburg
Street Address:	25 r. Edward Steichen
City:	L-2540 Luxembourg
State/Country:	LUXEMBOURG
Entity Type:	CORPORATION: LUXEMBOURG

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2157122	CDP
Registration Number:	1998957	FLO-LINE
Registration Number:	2261750	FLO-TRONICS
Registration Number:	1168945	MAC
Registration Number:	1919524	MAC
Registration Number:	3752989	MAC EQUIPMENT
Registration Number:	3905323	MAC SPACESAVER
Registration Number:	2248609	MAC
Registration Number:	3769167	MAC BAGHOUSE SERVICES
Registration Number:	1898810	MAC ENVIRONMENTAL
Registration Number:	2610612	MAC2FLO
Registration Number:	1967356	MACTIFLO
Registration Number:	3187266	POLIPLEET
Registration Number:	2334120	POLY-PLEAT
Registration Number:	752021	SEMCO

CH \$915.00 2157122

Registration Number:	3321210	VMAC
Registration Number:	3812112	MAC BAGHOUSE SERVICES EFFICIENT CLEAN AIR SOLUTIONS
Serial Number:	85153502	MCF POWERSAVER
Serial Number:	85037644	E-FINITY
Serial Number:	74647842	CDP
Serial Number:	74484308	FLO-LINE
Serial Number:	74484309	FLO-TRONICS
Serial Number:	73181998	MAC
Serial Number:	74487455	MAC
Serial Number:	77554384	MAC EQUIPMENT
Serial Number:	77828099	MAC SPACESAVER
Serial Number:	75279272	MAC
Serial Number:	77728567	MAC BAGHOUSE SERVICES
Serial Number:	74502554	MAC ENVIRONMENTAL
Serial Number:	76210170	MAC2FLO
Serial Number:	74529474	MACTIFLO
Serial Number:	78818528	POLIPLEET
Serial Number:	75248118	POLY-PLEAT
Serial Number:	72135475	SEMCO
Serial Number:	78818535	VMAC
Serial Number:	77801203	MAC BAGHOUSE SERVICES EFFICIENT CLEAN AIR SOLUTIONS

CORRESPONDENCE DATA

Fax Number: (212)918-3100
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-909-0657
Email: eleanor.lackman@hoganlovells.com
Correspondent Name: Eleanor M. Lackman
Address Line 1: 875 Third Avenue
Address Line 2: Hogan Lovells US LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 002538-000003

DOMESTIC REPRESENTATIVE

Name: Eleanor M. Lackman
Address Line 1: 875 Third Avenue

TRADEMARK
REEL: 004584 FRAME: 0163

Address Line 2: Hogan Lovells US LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Eleanor M. Lackman
Signature:	/Eleanor M. Lackman/
Date:	07/15/2011

Total Attachments: 5
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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This Notice of Grant of Security Interest in Trademark Rights, dated June 30, 2011 is between **MAC PROCESS INC.**, a Kansas corporation (the “**Security Provider**”) and **COMMERZBANK AKTIENGESELLSCHAFT, FILIALE LUXEMBURG**, a corporation duly organized under and pursuant to the laws of Luxembourg (the “**Security Agent**”).

WHEREAS the Security Provider owns certain rights in the trademarks (the “**Trademarks**”), and/or the trademark applications (the “**Trademark Applications**”), and has certain rights in pa licenses (the “**Trademark Licenses**” and collectively with the Trademarks and the Trademark Applications, the “**Trademark Rights**”), as specifically defined in the attached Schedule of Trademark Rights;

WHEREAS, on or about the date hereof, Security Provider entered into the following agreements:

- an accession letter for the purpose of acceding as an Additional Guarantor to a senior syndicated facility agreement dated 30 October 2007 (as amended on 8 November 2007 and amended and restated 18 February 2011), between, amongst others, Schenck Process Holding GmbH (formerly S-Process Equipment TopCo GmbH) (“**TopCo**”) as the Parent and an Original Guarantor, Schenck Process Finance GmbH (formerly S-Process Equipment AcquiCo GmbH) (“**AcquiCo**”) as the company and an Original Guarantor and an Original Borrower, S-Process Equipment Australia Pty Ltd (“**Oz NewCo**”) as an Original Borrower and Original Guarantor, CIBC World Markets Pic and Dresdner Kleinwort (the investment banking division of Dresdner Bank AG) as the Arranger and Commerzbank Aktiengesellschaft, Filiale Luxemburg as Agent and Security Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Senior Syndicated Facility Agreement**”) under which the Original Lenders (as defined therein) provided borrowing facilities to AcquiCo (and others) for the purpose (among other things) of AcquiCo's acquisition of the entire issued share capital of Schenck Process Holding GmbH;
- an accession letter for the purpose of acceding as an Additional Guarantor to the mezzanine syndicated facility agreement dated 30 October 2007 (as amended and restated on 8 November 2007 and on 21 February 2011), between, amongst others, TopCo as the Parent and an Original Guarantor, AcquiCo as the company and an Original Guarantor, Oz NewCo as an Original Guarantor, Babson Capital Europe Limited as the Mezzanine Facility Agent and Arranger, Commerzbank Aktiengesellschaft, Filiale Luxemburg as Security Agent, and the Original Lenders (as defined therein) (as amended, amended and restated, supplemented or otherwise modified from time to time, together with the Senior Syndicated Facility Agreement, the “**Facilities Agreements**”);
- an accession letter for the purpose of acceding as an Obligor to an intercreditor agreement dated 30 October 2007 (as amended on 8 November 2007 and as further amended, amended and restated, supplemented or otherwise modified from time to time) between, amongst others, the parties to the Facilities Agreements; and
- an Accession Agreement with Schenck Process Holding North America, Inc. (formerly Provence US One, Inc.), Schenck Accurate Inc., Stock Equipment Company, Inc., and Commerzbank AG for the purpose of acceding to the Security Agreement dated 29 January 2008 between Schenck Process Holding North America, Inc., Schenck Accurate Inc., Stock Equipment Company, Inc., and Dresdner Bank AG, Niederlassung Luxemburg (predecessor in interest to the Security Agent) (as amended,

amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

WHEREAS, pursuant to the Facilities Agreements and the Security Agreement, Security Provider is required to execute and deliver to Security Agent, for itself and for the Finance Parties, this Notice of Grant of Security Interest in Trademark Rights.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Security Provider hereby agrees as follows:

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

As security for the prompt and complete payment and performance of the Secured Liabilities when due (whether due because of stated maturity, acceleration, mandatory prepayment, or otherwise) and to induce the Lenders and the Mezzanine Lenders to continue to make the facilities under the Senior Facility Agreement and the facilities under the Mezzanine Facilities Agreement, respectively, available, the Security Provider hereby grants to the Security Agent for the benefit of the Finance Parties a continuing security interest in all of the Security Provider’s right, title and interest in and to all of its Trademarks and Trademark Licenses to which it is a party, including those referred to on Schedule A hereto (as may be amended from time to time) and the proceeds thereof (such as, by way of example, license royalties and proceeds of infringements, all rights corresponding thereto throughout the world) and all renewals and extensions thereof (collectively, the “**Trademark Collateral**”). The Security Agent is authorized to file this Agreement with the United States Patent and Trademark Office or any other governmental agency it deems necessary or desirable in order to secure and perfect its rights under this Notice of Grant of Security Interest in Trademark Rights or the Facilities Agreements.

The Security Provider hereby represents and warrants that, except as permitted under the Facilities Agreements, the Security Provider is the sole legal and beneficial owner of the entire right, title, and interest in and to the Trademark Collateral free and clear of any lien other than the Security Agent’s security interest.

The Security Provider further covenants and agrees to assist the Security Agent, its successors, legal representatives, and assigns to sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done to perfect and record the security interest contemplated herein.

This Notice of Grant of Security Interest in Trademark Rights shall be governed by the laws of the State of New York.

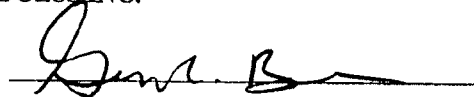
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IN WITNESS WHEREOF, the parties hereto have caused this Notice of Grant of Security Interests in Trademark Rights to be executed and delivered by their duly authorized officers as of the date first set forth above.

SECURITY PROVIDER:

MAC PROCESS INC.

By:



Name:

Gerald Brown

Title:

CEO

Date:

June 30, 2011

[signatures follow on next page]

[Mac Process Inc. Trademark Security Agreement]

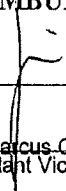
TRADEMARK
REEL: 004584 FRAME: 0167

SECURITY AGENT:

COMMERZBANK AKTIENGESELLSCHAFT,
FILIALE LUXEMBURG

By: _____

Name: _____


Marcus Gögl
Assistant Vice President


Erik Mehdorn
Associate

Title: _____

Date: _____

30 -06- 2011

Schedule A - Trademark Collateral

MAC Process Inc. Material Trademarks¹:

Country	Trademark	Serial No.	Registration No.	Registration Date
United States	MCF POWERSAVER	85-153502	Pending	Pending
United States	E-FINITY	85-037644	Pending	Pending
United States	CDP	74-647842	2,157,122	12 May 1998
United States	FLO-LINE	74-484308	1,998,957	10 September 1996
United States	FLO-TRONICS	74-484309	2,261,750	20 July 1999
United States	MAC	73-181998	1,168,945	15 September 1981
United States	MAC & Design	74-487455	1,919,524	19 September 1995
United States	MAC EQUIPMENT & Design	77-554384	3,752,989	23 February 2010
United States	MAC SPACESAVER	77-828099	3,905,323	1 June 1999
United States	MAC & Design	75-279272	2,248,609	1 June 1999
United States	MAC BAGHOUSE SERVICES	77-728,567	3,769,167	30 March 2010
United States	MAC ENVIRONMENTAL	74-502554	1,898,810	13 June 1995
United States	MAC2FLO	76-210170	2,610,612	20 August 2002
United States	MACTIFLO	74-529474	1,967,356	9 April 1996
United States	POLIPLEET	78-818528	3,187,266	19 December 2006
United States	POLY-PLEAT	75-248118	2,334,120	28 March 2000
United States	SEMCO	72-135475	752,021	2 July 1963
United States	VMAC	78-818535	3,321,210	23 October 2007
United States	MAC BAGHOUSE SERVICES & Design	77-801203	3,812,112	29 June 2010
Canada	MAC	642394-00	TMA396881	10 April 1992
Europe	MAC & Design	1030238	1030238	21 December 1998
Europe	MAC EQUIPMENT & Design	8704702	8704702	11 June 2010
Europe	MAC SPACESAVER	008673171	008673171	27 May 2010
Europe	MCF POWERSAVER	9525106	9525106	16 November 2010
Brazil	MAC AND HORSE DEVICE LOGO	902457527	902457527	30 March 2010
Brazil	MAC AND HORSE DEVICE LOGO	902459287	Pending	Pending
Brazil	MAC AND HORSE DEVICE LOGO	902457551	Pending	Pending
Brazil	MAC AND HORSE DEVICE LOGO	902457454	Pending	Pending
Brazil	MAC AND HORSE DEVICE LOGO	902457500	Pending	Pending
Brazil	MAC AND HORSE DEVICE LOGO	902457403	Pending	Pending
China	MAC AND HORSE DEVICE LOGO	8093132	Pending	Pending
China	MAC AND HORSE DEVICE LOGO	8093134	Pending	Pending
China	MAC AND HORSE DEVICE LOGO	8093133	Pending	Pending
China	MAC AND HORSE DEVICE LOGO	8093135	8093135	3 March 2010
[South Africa]	MAC AND HORSE DEVICE LOGO	2010/03218	2010/03218	15 February 2010
[India]	MAC AND HORSE DEVICE LOGO	1921824	1921824	12 February 2010

¹ Mac Process Inc. to confirm schedule of trademarks.