

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
RAPID ENGINEERING LLC		04/20/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC BANK		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2045777	RAPID	
Registration Number:	2054607	RAPID	
Registration Number:	2023219		
Registration Number:	1556700	RAPID	
CORRESPONDENCE DATA			
Fax Number:	(416)865-7380		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	4168650040		
Email:	jnardi@torys.com		
Correspondent Name:	Torys LLP		
Address Line 1:	79 Wellington Street West		
Address Line 2:	Suite 3000		
Address Line 4:	Toronto, CANADA M5K 1N2		
NAME OF SUBMITTER:	Joanne Nardi		

OP \$115.00 2045777

900198107

TRADEMARK
REEL: 004591 FRAME: 0615

Signature:	/joanne nardi/
Date:	07/27/2011
Total Attachments: 5 source=Trademark Security Agreement - Rapid Engineering#page1.tif source=Trademark Security Agreement - Rapid Engineering#page2.tif source=Trademark Security Agreement - Rapid Engineering#page3.tif source=Trademark Security Agreement - Rapid Engineering#page4.tif source=Trademark Security Agreement - Rapid Engineering#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of April 20, 2011 is between RAPID ENGINEERING LLC, a limited liability company formed under the laws of the State of Delaware (herein referred to as the "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, the Grantor, ROBERTS-GORDON LLC, a Delaware corporation ("Borrowing Agent"), DALE HEATING SERVICES (U.K.) LIMITED, a private limited company formed under the laws of England and Wales ("DH Limited"), HEATERS WHOLESALE LIMITED, a private limited company formed under the laws of England and Wales ("HW Limited"), PROCESS COMBUSTION LIMITED, a private limited company formed under the laws of England and Wales ("PC Limited"), RADIANT SERVICES LIMITED, a private limited company formed under the laws of England and Wales ("RS Limited"), RG ADDING LLC, a limited liability company formed under the laws of the State of Delaware ("RGA LLC"), ROBERTS-GORDON EUROPE LIMITED, a private limited company formed under the laws of England and Wales ("RGE Limited"), ROBERTS-GORDON HOLDINGS LIMITED, a private limited company formed under the laws of England and Wales ("RGH Limited"), and WEATHER-RITE LLC, a limited liability company formed under the laws of the State of Delaware ("WR LLC"), (the Grantor, Borrowing Agent, DH Limited, HW Limited, PC Limited, RS Limited, RGA LLC, RGE Limited, RGH Limited and WR LLC each individually a "Borrower", and collectively the "Borrowers"), certain lenders and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for such lenders (the "Lenders") are parties to a Revolving Credit and Security Agreement of even date herewith (as amended, extended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, the Grantor has granted to Grantee (subject to the terms of that certain Intercreditor Agreement among Grantee, Garrison Loan Agency Services LLC and each Loan Party (as defined therein) dated as of the date hereof) for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, the Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (each individually a "Mark" and collectively the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

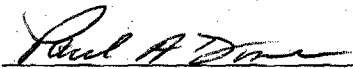
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 30th day of April, 2011.

RAPID ENGINEERING LLC

By: 

Name: Paul A. Dines

Title: Chief Executive Officer

Acknowledged:

PNC Bank, National Association,
as Agent

By
:

Name:

Title:


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 20th day of April, 2011.

RAPID ENGINEERING LLC

By: _____
Name:

Acknowledged:
PNC Bank, National Association,
as Agent

By
:


Name: *Sara V. Traberman*
Title: *Senior Vice President*

Schedule 1 to Trademark Security Agreement

	<u>MARKS</u>	<u>REGISTRATION NUMBERS</u>
1	RAPID & Design	2,045,777
2	RAPID & Design	2,054,607
3	FIREBALL Design	2,023,219
4	RAPID & Design	1,556,700