

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
Cambridge Engineering, Inc.		07/27/2011	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company		
Street Address:	1401 S. Brentwood Blvd.		
City:	St. Louis		
State/Country:	MISSOURI		
Postal Code:	63144		
Entity Type:	banking association: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3325358	BLOW-THRU	
Registration Number:	1597908	CAL-Q-HEAT	
Registration Number:	3379069	CAMBRIDGE	
Registration Number:	1658910	CAMBRIDGE ENGINEERING INC	
Registration Number:	3947197	RXHEAT	
Serial Number:	85086824	RXHEAT	
CORRESPONDENCE DATA			
Fax Number:	(314)345-5493		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	hly@greensfelder.com		
Correspondent Name:	Harvey L. Yusman		
Address Line 1:	10 S. Broadway, Suite 2000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	76426-020		

CH \$165.00 3325358

900198505

**TRADEMARK
 REEL: 004595 FRAME: 0022**

NAME OF SUBMITTER:	Harvey L. Yusman
Signature:	/Harvey L. Yusman/
Date:	08/01/2011
Total Attachments: 10 source=Prvtbnk Security Agreement#page1.tif source=Prvtbnk Security Agreement#page2.tif source=Prvtbnk Security Agreement#page3.tif source=Prvtbnk Security Agreement#page4.tif source=Prvtbnk Security Agreement#page5.tif source=Prvtbnk Security Agreement#page6.tif source=Prvtbnk Security Agreement#page7.tif source=Prvtbnk Security Agreement#page8.tif source=Prvtbnk Security Agreement#page9.tif source=Prvtbnk Security Agreement#page10.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of July 27, 2011, is made by and between Cambridge Engineering, Inc., a Missouri corporation having a business location at the address set forth below next to its signature (the "Company"), and The PrivateBank and Trust Company ("Lender"), and having a business location at the address set forth below next to its signature.

Recitals

A. The Lender has agreed to make loans (the "Loans") to the Company, RxHEAT, LLC, a Missouri limited liability company ("RxHeat"), CAMBRIDGE BURNER TECHNOLOGIES, LLC, a Missouri limited liability company ("CBT"), CENERGY SERVICES, L.L.C., a Missouri limited liability company ("Cenergy", collectively with the Company, RxHEAT and CBT, the "Company Borrowers" and each a "Company Borrower"), and KRAMER ASSETS GROUP, LLC, a Missouri limited liability company ("KAG" and together with the Company Borrowers, "Borrowers" and each a "Borrower") under and pursuant to that certain Loan and Security Agreement dated on even date herewith, executed by and between the Borrowers and the Lender (as amended, supplemented or modified from time to time, the "Loan Agreement"), and as evidenced by that certain Revolving Note dated on even date herewith in the maximum principal amount of \$3,000,000, executed by the Company Borrowers, that certain Term Note dated on even date herewith in the original principal amount of \$991,000, executed by the Company Borrowers and that certain Real Estate Note dated on even date herewith in the original principal amount of \$2,000,000, executed by KAG and each made payable to the order of the Lender (together with any and all notes issued in extension, renewal or modification thereof or substitution or replacement therefor, the "Notes").

B. As a condition to extending credit to or for the account of Company Borrowers, Lender has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them in the Loan Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Company Borrower Obligations. As set forth in the Loan Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Company Borrowers. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within 60 days provide written notice to Lender with a replacement Exhibit A, which upon acceptance by Lender shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Lender with a replacement Exhibit B, which upon acceptance by Lender shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to

each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Loan Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Lender's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Lender that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Company shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(k) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Lender, after an Event

of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Loan Agreement as provided therein and the payment and performance of all Company Borrower Obligations.

4. Company's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Company Event of Default, as defined in the Loan Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Loan Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Company 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.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Loan Agreement. Lender shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Lender and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Lender, and Company waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as

the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Company Borrower Obligations.

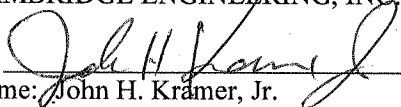
[Remainder of page intentionally blank. Signature page follows.]

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

CAMBRIDGE ENGINEERING, INC.

By


Name: John H. Kramer, Jr.

Title: President

THE PRIVATEBANK AND TRUST COMPANY

By _____

Name: David E. Bell

Title: Managing Director

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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CAMBRIDGE ENGINEERING, INC.

By _____

Name: John H. Kramer, Jr.

Title: President

THE PRIVATEBANK AND TRUST COMPANY

By David E. Bell

Name: David E. Bell

Title: Managing Director

EXHIBIT A

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied	Status
Cambridge Engineering, Inc.	4,286,572		9/1/81		Expired
Cambridge Engineering, Inc.	4,700,688		10/20/87		Expired
Cambridge Engineering, Inc.	4,552,059		11/12/85		Expired
Cambridge Engineering, Inc.	4,752,218		6/28/88		Expired
Cambridge Engineering, Inc.	4,929,541		5/29/90		Expired
Cambridge Engineering, Inc.	4,993,944		2/19/91		Expired
Cambridge Engineering, Inc.	5,083,918		1/28/92		Expired
Cambridge Engineering, Inc.	2,036,437		7/17/01		Expired
Cambridge Engineering, Inc.	Serial No. 91630011.4		2/16/90		Abandoned
Cambridge Engineering, Inc.	5,399,086		3/21/95		Expired
Cambridge Engineering, Inc.	7,568,908		8/4/09		1 st Maint. Fee Due 8/4/13 Expires 12/13/23

Grantor	Patent Number	Patent Application Number	Date Patent Issued	Date Patent Applied	Status
Cambridge Engineering, Inc.	6,526,964		3/4/03		Final Maint. Fee Due 3/4/14 Expires 5/20/19
Cambridge Engineering, Inc.		Serial No. 12/800,028		5/6/10	Pending
Cambridge Engineering, Inc.		Serial No. 12/460,648		7/22/09	Pending
Cambridge Engineering, Inc.		Serial No. 2710233		7/20/10	Pending
Cambridge Engineering, Inc.		Serial No. 61/464,850		3/10/11	Pending

EXHIBIT B
UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

REGISTRATIONS AND APPLICATIONS

Grantor	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Status
Cambridge Engineering, Inc.		3,325,358		10/30/07	5 th yr. Affidavit due 10/30/12
Cambridge Engineering, Inc.	8785863		10/28/10		Pending
Cambridge Engineering, Inc.		1,597,908		5/22/90	Renewal due 5/22/20
Cambridge Engineering, Inc.		3,379,069		2/5/08	5 th yr. Affidavit due 2/5/13
Cambridge Engineering, Inc.	8,785,863		10/28/10		Pending
Cambridge Engineering, Inc.		1,658,910		10/1/91	Renewal due 10/1/11
Cambridge Engineering, Inc.	76/432,423		7/19/02		Abandoned 2/1/06
RxHeat, LLC		3,947,197		4/19/11	Renewal due 4/19/21
RxHeat, LLC	85/086,824		7/16/10		Pending