

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Collateral Assignment and Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Megtec Systems, Inc.		12/16/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TD Bank, N.A., as administrative agent		
Street Address:	2461 Main Street		
City:	Glastonbury		
State/Country:	CONNECTICUT		
Postal Code:	06033		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	0942724	TEC	
Registration Number:	1006887	HI-FLOAT	
Registration Number:	1119518	TECTURN	
Registration Number:	1360123	CHILL JET	
Registration Number:	1362932	ENKEL	
Registration Number:	1949459	ENTERPRISE	
Registration Number:	2258026	MEGTEC MAGNUM	
Registration Number:	2332305	MILLENNIUM	
Registration Number:	2362692	MEGTEC	
Registration Number:	2386801	DUAL-DRY	
Registration Number:	2435708	MEGTEC SPLICE-SET	
Registration Number:	2532983	CLEANSWITCH	
Registration Number:	2931368	ENVIROMONITOR	
Registration Number:	3172401	STEPFOIL	

OP \$540.00 0942724

Serial Number:	77441607	IRONMAN
Serial Number:	77442401	EPSILON
Serial Number:	77448180	MP
Serial Number:	85098353	FLOATIR
Serial Number:	85476453	MP
Serial Number:	85456244	EPSILON
Registration Number:	2998607	REVOLVER-Z

CORRESPONDENCE DATA

Fax Number: (860)251-5312
Phone: 860-251-5703
Email: trademarks@goodwin.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Barb Villandry, Paralegal
Address Line 1: Shipman & Goodwin LLP
Address Line 2: One Constitution Plaza
Address Line 4: Hartford, CONNECTICUT 06103-1919

ATTORNEY DOCKET NUMBER:	3134-11
NAME OF SUBMITTER:	Barb Villandry, Paralegal
Signature:	/Barb Villandry/
Date:	12/16/2011

Total Attachments: 23

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TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

This TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "**Agreement**") dated as of December 16, 2011, is made by and between MEGTEC SYSTEMS, INC., a Delaware corporation having a place of business at 830 Prosper Road, PO Box 5030, De Pere, Wisconsin 54115-5030 ("**Assignor**") and TD BANK, N.A., a national banking association ("**TD Bank**") as administrative agent (in such capacity, the "**Agent**") for the ratable benefit of itself, THE PRIVATEBANK AND TRUST COMPANY, a national banking association ("**PBTC**") and FIRST TENNESSEE BANK NATIONAL ASSOCIATION, a national banking association ("**First Tennessee**," and together with TD Bank and PBTC, each a "**Lender**" and collectively, the "**Lenders**").

W I T N E S S E T H

WHEREAS, the Agent, the Lenders and MEGTEC Holdings, Inc. (the "**Borrower**") are entering into a Credit Agreement (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") dated as of even date herewith, pursuant to which the Lenders, subject to the terms and conditions contained therein, are to make loans or otherwise to extend credit or provide financial accommodations to the Borrower; and

WHEREAS, pursuant to that certain Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), dated as of the date hereof, by and among the Agent, the Lenders and the Assignor, the Assignor has granted to the Agent, for the ratable benefit of the Agent and the Lenders, a first priority security interest in the Collateral, as defined in the Security Agreement, to secure the payment and performance of the Obligations (as defined below); and

WHEREAS, the Assignor is the owner of the the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto and, as an inducement for the Lenders to enter the Credit Agreement, has agreed to grant to the Agent, for the ratable benefit of the Agent and the Lenders, a first priority security interest in the Trademark Collateral (as defined below) to further secure the payment and performance of the Obligations; and

WHEREAS, the Assignor is an Affiliate of the Borrower and stands to benefit from the loans made to Borrower pursuant to the Credit Agreement; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINITIONS.

All capitalized terms used herein without definitions shall have the respective meanings provided for in the Security Agreement. The following terms shall have the meanings set forth in this Section 1 or elsewhere in this Agreement as referred to below:

Assignment of Marks. See Section 2.1 hereunder.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Collateral. Shall have the same meaning as ascribed to that term in the Security Agreement.

Event of Default. Shall have the same meaning as ascribed to that term in the Credit Agreement.

Obligations. Shall have the same meaning as ascribed to that term in the Credit Agreement.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production, delivery, provision and sale of products or services under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services sold under or in connection with the Trademarks or Trademark Rights.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned or used by third parties in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Agent to enforce, and sue and recover for any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any

such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Agent, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Agent for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) have been adopted, acquired, owned, held or used by the Assignor or are now owned, held or used by the Assignor, in the Assignor's business, or with the Assignor's products and services, or in which the Assignor has any right, title or interest, or (iii) are in the future adopted, acquired, owned, held and used by the Assignor in the Assignor's business or with the Assignor's products and services, or in which the Assignor in the future acquires any right, title or interest.

Use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

USPTO. The United States Patent and Trademark Office.

2. GRANT OF COLLATERAL ASSIGNMENT AND SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Agent, for the ratable benefit of the Agent and Lenders, a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Agent. In addition, the Assignor has executed in blank and delivered to the Agent an

assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "**Assignment of Marks**"). The Assignor hereby authorizes the Agent to complete as assignee and record with the USPTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Agent's remedies under this Agreement and the Security Agreement.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in Section 2.1 above, the Assignor grants, assigns, transfers, conveys and sets over to the Agent, for the ratable benefit of the Agent and the Lenders, the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Agent) upon an Event of Default for which acceleration of the indebtedness outstanding under the Credit Agreement, or the Notes issued pursuant thereto, is automatic upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Credit Agreement or the Security Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Agent or its nominee in lieu of foreclosure).

2.3 Supplemental Security Agreement. Pursuant to the Security Agreement, the Assignor has granted to the Agent, for the ratable benefit of the Agent and the Lenders, a continuing security interest in and lien on the Collateral (including the Pledged Trademarks). The Security Agreement, and all rights and interests of the Agent in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Agreement (or any document hereunder) with the USPTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Agent in the Collateral (including the Pledged Trademarks) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code as enacted in any applicable jurisdiction (including the security interest in the Pledged Trademarks), or any present or future rights and interests of the Agent in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Uniform Commercial Code as enacted in any applicable jurisdiction. Any and all rights and interests of the Agent in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Agent (and the Obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE AGENT DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (i) Schedule A sets forth a true and complete list of all Trademarks and Trademark Registrations now owned, licensed to or controlled or used by the Assignor; (ii) to its knowledge the Trademarks and Trademark Registrations are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (iii) to the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable except to the extent that any invalidity or unenforceability could not reasonably be expected to have a Material Adverse Effect; (iv) to the Assignor's knowledge there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (v) to its knowledge, no claim has been made that the use of any of the Trademarks violates the rights of any third person, and to the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others that could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect; (vi) the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks (other than ownership and other rights reserved by third party owners with respect to Trademarks that the Assignor is licensed to use, which as of the date hereof are set forth on Schedule A, and excluding rights granted to others under existing outbound licenses of the Trademarks and Trademark Registrations, which as of the date hereof are set forth on Schedule B), free and clear of any liens, other than the security interest and assignment created by the Security Agreement and this Agreement and as permitted by the other Loan Documents; (vii) the Assignor has the unqualified right to enter into this Agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents, consultants, licensors and licensees that will enable it to comply with the covenants herein contained to the extent necessary to avoid a Material Adverse Effect on the value of the Pledged Trademarks; (viii) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (ix) the Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (x) this Agreement, together with the Security Agreement, will create in favor of the Agent a valid and perfected first priority security interest, except as permitted by the Loan Documents, in the Pledged Trademarks upon making the filings referred to in clause (xi) of this Section 3; and (xi) except for the filing of financing statements with the Secretary of State for those states within which Assignor has an office or operations under the Uniform Commercial Code and the recording of this Agreement or a financing statement with the USPTO, no authorization, approval or other action by, and no notice to or filing with, any Governmental Authority is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for

the execution, delivery and performance of this Agreement by the Assignor, or (B) for the perfection of the Agent's security interest hereunder.

4. INTENTIONALLY OMITTED.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Agent's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of Assignor's business consistent with its past practices or to those parties set forth on Schedule B, the Assignor will not (i) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks (except as provided by this Agreement or the other Loan Documents) or (ii) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Agreement or the Security Agreement, except inbound licenses that contain restrictions on pledge or assignment.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1 After-Acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full (other than contingent indemnification obligations for which no claim has been asserted), the Assignor shall obtain any right, title or interest in or to any other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Agreement shall automatically apply thereto and the Assignor shall provide to the Agent quarterly updates of Schedule A reflecting new Trademarks, Trademark Registrations or Trademark Rights and execute and deliver to the Agent such documents or instruments as the Agent may reasonably request further to implement, preserve or evidence the Agent's interest therein.

6.2 Amendment to Schedule. The Assignor authorizes the Agent to modify this Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Schedule A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under Section 2 or Section 6 and/or to delete Trademarks, Trademark Registrations or Trademark Rights terminated by Assignor in the ordinary course of business. Assignor shall notify the Agent quarterly of such terminations.

7. TRADEMARK PROSECUTION.

7.1 Assignor Responsible. The Assignor shall assume full and complete responsibility, in accordance with its reasonable business judgment, for the prosecution, defense, enforcement or any other necessary actions in connection with the Pledged Trademarks, and shall hold the Agent and the Lenders harmless from any and all reasonable costs, damages, liabilities and expenses that may be incurred by the Agent or the Lenders in connection with the Agent's interest in the Pledged Trademarks or any other action or failure to act in connection with this Agreement or the transactions

contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel acceptable to the Agent except to the extent that such costs, damages, liabilities or expenses have resulted from the gross negligence or willful misconduct of the Agent or the other Lenders.

7.2 Assignor's Duties, etc. The Assignor shall have the right and, subject to its reasonable business judgment, the duty, through trademark counsel acceptable to the Agent, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations material to the Assignor's business, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any reasonable expenses incurred in connection with such applications and actions shall be borne by the Assignor.

7.3 Assignor's Enforcement Rights. The Assignor shall have the right and, subject to its reasonable business judgment, the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, in each case material to the Assignor's business. The Assignor may require the Agent to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Agent is completely satisfied that such joinder will not subject it to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Agent and the Lenders for all damages, reasonable costs and expenses, including reasonable legal fees, incurred by Agent pursuant to this Section 7.3.

7.4 Protection of Trademarks, etc. In general, the Assignor shall, in accordance with its reasonable business judgment, take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary to properly maintain, protect, preserve, care for and enforce the Pledged Trademarks. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks other than in the ordinary course of business.

7.5 Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Agent in writing of the institution of, or any final adverse determination in, any proceeding in the USPTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Agent to dispose of any of the Pledged Trademarks or the rights and remedies of the

Agent in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Security Agreement (including, without limitation, those set forth in Section 15), and any other related financing documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction, and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice or demand (except as set forth below) whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all reasonable expenses incurred by the Agent in attempting to enforce this Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in the Credit Agreement. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least ten (10) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permitted under applicable law, purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached in any material respect, the Agent, in its own name or that of the Assignor (in the sole discretion of the Agent), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Agent for any reasonable cost or expense incurred by the Agent in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing, the Assignor does hereby make, constitute and appoint the Agent (and any officer or agent of the Agent as it may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Agent to use the Pledged Trademarks, or to grant or issue any exclusive or non-exclusive license of any of

the Pledged Trademarks to any third person, or to take any and all actions necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Agent from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Agent under this power of attorney (except for the Agent's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with Governmental Authorities, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations (other than contingent indemnification obligations for which no claim has been asserted) have been finally paid and satisfied in full this Agreement shall terminate and the Agent shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Agent by the Assignor pursuant to this Agreement, as fully as if this Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Agent pursuant to the Security Agreement or this Agreement.

13. COURSE OF DEALING.

No course of dealing between the Assignor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Security Agreement or any other agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. EXPENSES.

Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving any of the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and, if not paid within any applicable grace period shall bear, whether before or after judgment, interest at the rate of interest for overdue amounts set forth in the Credit Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE AGENT DOES NOT ASSUME LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE AGENT AND THE LENDERS FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING REASONABLE LEGAL FEES, INCURRED BY THE AGENT WITH RESPECT TO SUCH LIABILITIES EXCEPT TO THE EXTENT THAT SUCH COSTS, EXPENSES, DAMAGES OR CLAIMS AND RELATED LEGAL FEES HAVE RESULTED FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE AGENT OR THE OTHER LENDERS. ALL OF THE AGENT'S RIGHTS AND REMEDIES WITH RESPECT TO THE PLEDGED TRADEMARKS, WHETHER ESTABLISHED HEREBY OR BY THE CREDIT AGREEMENT, OR BY ANY OTHER AGREEMENTS OR BY LAW SHALL BE CUMULATIVE AND MAY BE EXERCISED SINGULARLY OR CONCURRENTLY.

17. NOTICES.

Any notice required or permitted by this Agreement shall be in writing and shall be deemed effectively given to the party to be notified as provided in the Credit Agreement.

18. AMENDMENT AND WAIVER.

This Agreement may not be amended or modified orally, but only by an instrument in writing executed on behalf of the Assignor and the Agent and except as provided in Section 6.2. The Agent shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Agent. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER.

(a) GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

(b) SUBMISSION TO JURISDICTION. THE ASSIGNOR IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NONEXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS AGREEMENT SHALL AFFECT ANY RIGHT THAT THE AGENT MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AGAINST THE ASSIGNOR OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) WAIVER OF VENUE. THE BORROWER IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (B) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE

DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) SERVICE OF PROCESS. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Agent nor any representative, agent or attorney of the Agent has represented, expressly or otherwise, that they would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Security Agreement and the other agreements and instruments relating thereto to which the Agent is a party, the Agent is relying upon, among other things, the waivers and certifications contained in this Section 20.

21. COUNTERPARTS. This Agreement may be executed and delivered in any number of counterparts. Each counterpart shall constitute an original, but all counterparts together shall constitute but one and the same agreement.

22. MISCELLANEOUS. The headings of each section of this Agreement are for convenience only and shall not define or limit the provisions thereof. This Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Agent and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Agreement and the Security Agreement, the provisions of the Security Agreement shall control. If any term of this Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

ASSIGNOR:

MEGTEC SYSTEMS, INC.

By: Mohit Uberoi
Name: Mohit Uberoi
Title: President

AGENT:

TD BANK, N.A.,
as Agent for the ratable benefit of the Lenders

By: _____
Name: Mark Wasilefsky
Title: Vice President

IN WITNESS WHEREOF, this Trademark Collateral Assignment and Security Agreement has been executed as of the day and year first above written.

ASSIGNOR:

MEGTEC SYSTEMS, INC.

By: _____

Name: Mohit Uberoi

Title: President

AGENT:

TD BANK, N.A.,

as Agent for the ratable benefit of the Lenders

By: _____

Name: Mark Wasilefsky

Title: Vice President

SCHEDULE A

Trademarks and Trademark Registrations

	Mark	Registration/ Application No.	Status	Current Owner of Record
1.	TEC	942724	Renewed 2002-11-19	MEGTEC SYSTEMS, INC.
2.	HI-FLOAT	1006887	Renewed 2006-03-04	MEGTEC SYSTEMS, INC.
3.	TECTURN	1119518	Renewed 2009-05-28	MEGTEC SYSTEMS, INC.
4.	CHILL JET	1360123	Renewed 2005-07-16	MEGTEC SYSTEMS, INC.
5.	ENKEL	1362932	Renewed 2006-03-13	MEGTEC SYSTEMS, INC.
6.	ENTERPRISE	1949459	Renewed 2005-11-25	MEGTEC SYSTEMS, INC.
7.	MEGTEC MAGNUM	2258026	Renewed 2009-06-18	MEGTEC SYSTEMS, INC.
8.	MILLENNIUM	2332305	Renewed 2010-01-05	MEGTEC SYSTEMS, INC.
9.	MEGTEC	2362692	Renewed 2010-06-23	MEGTEC SYSTEMS, INC.
10.	DUAL-DRY	2386801	Renewed 2010-06-28	MEGTEC SYSTEMS, INC.
11.	MEGTEC SPLICE-SET	2435708	Renewed 2011-02-26	MEGTEC SYSTEMS, INC.
12.	CLEANSWITCH	2532983	Renewed 2011-11-19	MEGTEC SYSTEMS, INC.
13.	ENVIROMONITOR	2931368	Sections 8 and 15 declarations filed and accepted 2010-07-16	MEGTEC SYSTEMS, INC.
14.	STEPFOIL	3172401	Registered 2006-11-14	MEGTEC SYSTEMS, INC.
15.	IRONMAN	77/441607	Fifth request for extension of time to file a Statement of Use granted 2011-10-26	MEGTEC SYSTEMS, INC.
16.	EPSILON	77/442401	Fifth request for extension of time to file a Statement of Use granted 2011-05-16	MEGTEC SYSTEMS, INC.

	Mark	Registration/ Application No.	Status	Current Owner of Record
17.	MP	77/448180	Fifth request for extension of time to file a Statement of Use granted 2011-05-12	MEGTEC SYSTEMS, INC.
18.	FLOATIR	85/098,353	First request for extension of time to file a Statement of Use granted 2011-09-09	MEGTEC SYSTEMS, INC.
19.	MP	85/476453	Filed for extension	MEGTEC SYSTEMS, INC.
20.	EPSILON	85/456244	Filed for extension	MEGTEC SYSTEMS, INC.
21.	REVOLVER-Z	2998607		MEGTEC SYSTEMS, INC.

SCHEDULE B

Existing Outbound Licenses

None.

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

WHEREAS, MEGTEC Systems, Inc., a Delaware corporation, having its principal place of business at 830 Prosper Road, PO Box 5030, De Pere, Wisconsin 54115-5030 (“Assignor”), has adopted and used and is using the trademarks and service marks identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such trademarks and service marks in the United States Patent and Trademark Office as identified on such Annex (collectively, the “Marks”);

WHEREAS, TD Bank, N.A. (the “Assignee”), as administrative agent for itself, The PrivateBank and Trust Company, and First Tennessee Bank National Association, has entered into that certain Trademark Collateral and Assignment Agreement (the “Trademark Agreement”) dated December 16, 2011, whereby Assignor has granted a security interest in the Marks pursuant to the terms and conditions therein;

WHEREAS, the Assignee is desirous of acquiring the Marks and the registrations thereof and registration applications therefor; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks is intended to and shall take effect at such time as the Assignee shall complete this instrument by signing its acceptance of this Assignment of Trademarks and Service Marks below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this _____ day of _____, 20____.

MEGTEC SYSTEMS, INC.

By: Mohit Uberoi
Name: Mohit Uberoi
Title: President

TD BANK, N.A., as Agent for the ratable benefit of the Lenders

By: _____
Name: Mark Wasilefsky
Title: Vice President

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment on this _____ day of _____, 20____.

MEGTEC SYSTEMS, INC.

By: _____
Name: Mohit Uberoi
Title: President

TD BANK, N.A., as Agent for the ratable
benefit of the Lenders

By: _____
Name: Mark Wasilefsky
Title: Vice President

ANNEX

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42.	REVOLVER-Z	2998607		MEGTEC SYSTEMS, INC.