

## 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 Manufacturing, LLC		02/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	The Privatebank and Trust Company		
Street Address:	70 West Madison Street		
Internal Address:	8th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60602		
Entity Type:	Banking Corporation: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1735843	THERMOGENETIC	
CORRESPONDENCE DATA			
Fax Number:	(404)853-8806		
Phone:	404-853-8012		
Email:	julie.murphy@sutherland.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Sutherland Asbill & Brennan LLP		
Address Line 1:	999 Peachtree Street NE		
Address Line 4:	Atlanta, GEORGIA 30309-3996		
ATTORNEY DOCKET NUMBER:	29150-0009		
NAME OF SUBMITTER:	Elizabeth A. Lester		
Signature:	/Elizabeth A. Lester/		

CH \$40.00 1735843

Date:

02/13/2012

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of February 12, 2012 by and between **PRECISION MANUFACTURING, LLC**, a Delaware limited liability company (the "Grantor"), having its chief executive office at 75 14<sup>TH</sup> Street, NW, Suite 2700, Atlanta, GA 30309, and **THE PRIVATEBANK AND TRUST COMPANY**, an Illinois banking corporation (the "Bank"), with offices at 70 West Madison Street, 8<sup>th</sup> Floor, Chicago, Illinois 60602.

This Agreement is executed pursuant to the terms of (a) the Loan, Guaranty, and Security Agreement, dated as of August 13, 2010, among the Borrowers and the Bank, (as modified by those certain Joinder Agreements dated as of October 25, 2010 and February 10, 2012, by that certain Consent and Confirmation Agreement dated as of November 4, 2011, and by that certain Consent, Waiver and Amendment dated as of February 10, 2012, and as the same may further be amended, modified, supplemented, extended or restated from time to time, the "Loan Agreement") by and among the Grantor, PMRE, Precision Boilers, DISC, the Parent and (b) the Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") executed by the Grantor, PMRE, Precision Boilers, DISC, the Parent in favor of the Bank. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Loan or the Security Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Bank a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;
- (ii) all claims by the Grantor against third parties (a) for past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or (b) injury to the goodwill associated with any Trademark, with the right, but not the obligation, to sue for and collect damages for such infringement;
- (iii) all licenses or rights granted under any Trademark, including, without limitation, any Trademark listed on Schedule A and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights; and
- (iii) all products and proceeds of the foregoing.

Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Agreement is submitted) to file and record this Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the Bank's interest in the identified Trademarks of the Grantor, including, without limitation, each Trademark described on Schedule A

The rights and remedies of the Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement and the Security

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the provisions of Section 7 of the Loan Agreement or the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

PRECISION MANUFACTURING, LLC, as Grantor

By: *Chad Riedel*  
Name: Chad Riedel  
Title: Chairman

ACKNOWLEDGMENT

STATE OF Georgia  
COUNTY OF Fulton

I, Lauren Davi, a Notary Public for said County and State, do hereby certify that Chad Riedel personally appeared before me this day and stated that he is Chairman of Precision Manufacturing, LLC and acknowledged, on behalf of Precision Manufacturing, LLC, the due execution of the foregoing instrument.

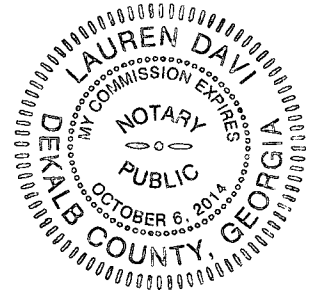
Witness my hand and official seal, this 9 day of February, 2012.

*Lauren Davi*  
Notary Public

My commission expires:

October 6, 2014

[Signature Pages Continue]



[Trademark Security Agreement]

Agreed and Accepted as of the date first above written.

**THE PRIVATEBANK AND TRUST COMPANY,  
as Collateral Agent**

By:  \_\_\_\_\_

Name: Richard C. Sanders

Title: Commercial Banking Officer

Schedule A to Trademark Security Agreement

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
USA	THERMOGENETIC	1,735,843	November 24, 1992