

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

HUSCO International, Inc.

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) DelawareAdditional names of conveying parties attached? Yes No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) 03/30/2012

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? Yes
 NoName: JPMorgan Chase Bank, N.A. As Collateral Agent

Internal

Address: Suite 400Street Address: 20935 Swenson DriveCity: WaukeshaState: WisconsinCountry: US Zip: 53186

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____

 Other National Banking Citizenship United StatesIf assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

85487389, 85487401

B. Trademark Registration No.(s)

2605476, 2935287, 739251, 750112, 1561934, 3374503

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Miles & Stockbridge P.C.Internal Address: Suite 421LStreet Address: 1801 K Street, N.W.City: WashingtonState: District of Columbia Zip: 20006Phone Number: (202) 737-9600Fax Number: (703) 610-8686Email Address: apalma@milesstockbridge.com**6. Total number of applications and registrations involved:**

8

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$215.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:Deposit Account Number 501165Authorized User Name Susan Stiles**9. Signature:**


Signature

April 6, 2012

Date

Susan Stiles

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 004746 FRAME: 0663

FIRST AMENDMENT TO TRADEMARK
SECURITY AGREEMENT

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 30th day of March, 2012, by HUSCO International, Inc., a Delaware corporation (the "Pledgor"), for the benefit of JPMORGAN CHASE BANK, N.A., a national banking association ("Chase"), in its capacity as Collateral Agent for itself and the other Lenders (in such capacity, the "Collateral Agent") under a Second Amended and Restated Credit Agreement, dated as of January 27, 2011, as amended by the First Amendment to Second Amended and Restated Credit Agreement dated April 20, 2011, and by the Second Amendment to Second Amended and Restated Credit Agreement dated February 21, 2012 (as so amended and as the same may be hereafter amended or restated, the "Credit Agreement"), by and among the Pledgor, HUSCO International Limited, HUSCO Hydraulics Pvt. Ltd., HUSCO Automotive Holdings LLC, HUSCO Automotive LLC, HUSCO Automotive Motors LLC, HUSCO Automotive Products LLC, HUSCO Automotive Technologies LLC, INCOVA Technologies, Inc., the Lenders party thereto and the Collateral Agent, acting in that capacity and as Administrative Agent. Capitalized terms not otherwise defined herein are used as defined in the Credit Agreement or in the Trademark Security Agreement (hereinafter defined), and the interpretive provisions contained in the Credit Agreement and in the Trademark Security Agreement shall also apply to this Agreement.

RECITALS

A. Pursuant to the terms of the Credit Agreement and the U.K. Loan Documents, the Chinese Loan Documents and the Indian Loan Documents, one or more Lenders have extended, or will extend, to HUSCO U.S., HUSCO U.K., HUSCO China, HUSCO China Automotive and HUSCO India, various credit facilities, all of which are guaranteed by the Pledgor. The Pledgor executed and delivered a Trademark Security Agreement dated as of May 1, 2009, in favor of the Collateral Agent (the "Trademark Security Agreement"), as security for its Obligations (both primary and as guarantor) under the First Amendment and Restatement. The Trademark Security Agreement and the other Related Documents continue to secure the Obligations under the Credit Agreement.

B. The Pledgor has indicated a desire and intention to merge INCOVA Technologies, Inc. into itself, which is permitted under the terms of the Credit Agreement subject to the amendment of the Trademark Security Agreement to add the Trademark Collateral which was formerly owned by INCOVA Technologies, Inc. ("INCOVA").

AGREEMENTS

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the Pledgor and the Collateral Agent agree as follows:

1. The Pledgor and the Collateral Agent agree that the Recitals above are a part of this Agreement.
2. The Pledgor represents and warrants to the Collateral Agent and the Lenders as follows:

(a) The Pledgor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has all requisite corporate power and authority to carry on its business as now conducted and, except where the failure to do so, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Effect, is qualified to do business in, and is in good standing in, every jurisdiction where such qualification is required.

(b) The Pledgor has full corporate power and authority to execute and deliver this Agreement, to transfer the Trademark Collateral and perform all other obligations required hereunder with respect to such Trademark Collateral and interests, and to incur and perform its obligations under this Agreement, all of which have been duly authorized by all proper and necessary corporate action on behalf of the Pledgor. No consent or approval of shareholders or any creditors of the Pledgor or of any Subsidiary is required as a condition to the execution, delivery, validity or enforceability of this Agreement, including, without limitation, the right of the Collateral Agent to dispose of the Trademark Collateral during an Event of Default and the acceleration of the Obligations as a result thereof. Except for the registration of this Agreement in the United States Patent and Trademark Office, no consent, approval, filing or registration with or notice to any Governmental Authority on the part of the Pledgor is required as a condition to the execution, delivery, validity or enforceability of this Agreement and the exercise of remedies hereunder.

(c) The Trademark Security Agreement, as amended by this Agreement, and each of the Related Documents to which the Pledgor is a party remain in full force and effect, and each constitutes the valid and legally binding obligation of the Pledgor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

(d) No Event of Default and no event which, with notice, lapse of time or both would constitute an Event of Default, has occurred and is continuing under the Trademark Security Agreement, the Credit Agreement or the Related Documents.

(e) The merger of INCOVA into the Pledgor is effective as of the date of this Agreement.

(f) The representations and warranties made by the Pledgor in the Trademark Security Agreement with respect to the Trademark Collateral are hereby made with respect to the Trademark Collateral which is the subject of this Agreement as if the same had been fully set forth herein but shall be effective from and after the date hereof.

3. The Trademark Security Agreement is hereby amended as follows:

(a) Exhibit A of the Trademark Security Agreement is hereby deleted in its entirety and is hereby replaced with Exhibit A-1 attached to this Agreement. The new Exhibit A-1 is hereby incorporated into the Trademark Security Agreement and made a part thereof.

(b) The Pledgor hereby confirms that the grant of a security interest in the General Intangibles pursuant to the Security Agreement and the Trademark Security Agreement applies to all Trademark Collateral formerly owned by INCOVA, including registrations, recordings and applications in the United States Patent and Trademark

Office or in any office or agency of the United States of America or any State thereof, and those referred to in Exhibit A-1 hereto, to the same extent, as if such Trademark Collateral had been described in the original Trademark Security Agreement.

4. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby confirms the Pledgor's grant of a security interest in the General Intangibles (including, without limitation, the Trademark Collateral defined below) pursuant to, and as defined in, the Security Agreement and, without limiting such grant, hereby pledges, assigns and grants to the Collateral Agent, for its benefit and the ratable benefits of the Lenders, to secure the prompt and complete payment and performance of the Obligations (as defined in the Security Agreement), a continuing first priority security interest in and to all right, title and interest of the Grantor in and to any and all of the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing in the United States of America or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, including those referred to in Exhibit A-1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Exhibit A-1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Pledgor against third parties of past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Exhibit A-1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

5. Without limiting any similar provisions in the Trademark Security Agreement, the Pledgor hereby consents to the registration of this Agreement with the United States Patent and Trademark Office.

6. The Pledgor hereby issues, ratifies and confirms the representations, warranties and covenants contained in the Trademark Security Agreement, as amended hereby, except that to the extent any such representation, warranty or covenant by its express terms relates to an earlier date, such representation, warranty or covenant, as applicable, was true and correct in all material respects on and as of such earlier date. The Pledgor agrees that this Agreement is not intended to and shall not cause a novation with respect to any or all of the Obligations. Except as expressly

modified herein, all of the terms, conditions and provisions of the Trademark Security Agreement shall continue in full force and effect.

7. The Pledgor shall pay at the time this Agreement is executed and delivered all fees, commissions, costs, charges, taxes and other expenses incurred by the Collateral Agent and its counsel in connection with this Agreement, including, but not limited to, reasonable fees and expenses of the counsel and all recording fees, taxes and charges.

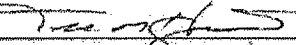
8. This Agreement is one of the Related Documents. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute but one and the same agreement. Each party to this Agreement agrees that the respective signatures of the parties may be delivered by fax, ".pdf," or other electronic means acceptable to the Administrative Agent and that the parties may rely on a signature so delivered as an original. Any party who chooses to deliver its signature in such manner agrees to provide promptly to the other parties a copy of this Agreement with its inked signature, but the party's failure to deliver a copy of this Agreement with its inked signature shall not affect the validity, enforceability and binding effect of this Agreement.

[Signatures Follow on Next Page]

**Signature Page to
First Amendment to Trademark Security Agreement**

IN WITNESS WHEREOF, the Pledgor and the Collateral Agent have executed this Agreement under seal as of the date and year first written above.

HUSCO International, Inc.

By 
Name: Todd M. Hertink
Title: VP & CFO

JPMorgan Chase Bank, N.A.,
Collateral Agent

By _____
Name: _____
Title: _____

**Signature Page to
First Amendment to Trademark Security Agreement**

IN WITNESS WHEREOF, the Pledgor and the Collateral Agent have executed this Agreement under seal as of the date and year first written above.

HUSCO International, Inc.

By _____
Name: _____
Title: _____

JPMorgan Chase Bank, N.A.,
Collateral Agent


By  _____
Name: JOHN C. HAUSER
Title: VP

EXHIBIT A-1
to
First Amendment to Trademark
Security Agreement

Registered Trademarks

Country	Trademark	Registration No.	Registration Date
USA	EHPV	2,605,476	8/6/02
USA	INCOVA	2,935,287	3/22/05
USA	HUSCO	739,251	10/16/62
USA	HUSCO	750,112	5/28/63
USA	COMPHEK	1,561,934	10/24/89
USA	VALVECAD	3,374,503	1/22/08

Pending Trademark Applications

Country	Trademark	Serial No.	Filing Date
USA	FLOW SUMMATION	85/487,389	12/05/11
USA	HUSCO HITCH WITH EZ SELECT and Design	85/487,401	12/05/11

Trademark Applications in Preparation

Country	Trademark	Expected Docket No.	Products/Filing Date	Services
NONE				

Trademark Licenses

Country or Territory	Expiration Trademark	Licensor	Licensee	Effective Date	Date
NONE					