

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clyde Bergemann Power Group Americas Inc.		06/27/2012	CORPORATION: DELAWARE
Clyde Bergemann Inc.		06/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Scotland plc
Street Address:	The Mound
City:	Edinburgh
State/Country:	UNKNOWN
Postal Code:	EEH1 1YZ
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1875137	ENVIRONMENTAL ELEMENTS CORPORATION
Registration Number:	1900428	RIGITRODE
Registration Number:	2321641	FPA
Registration Number:	2656598	ARMOR GLIDE
Registration Number:	2730948	SMART SENSOR
Registration Number:	2753235	SMARTLANCE
Registration Number:	2801615	SMARTCONTROLS
Registration Number:	2814373	SMARTCONVECTION
Registration Number:	2815722	SMART CLEAN
Registration Number:	2890554	SMARTCANNON
Registration Number:	2993472	SMARTGAUGE
Registration Number:	3680300	CLYBER
Registration Number:	3693092	CLYBERLUBE

CH \$440.00 1875137

Registration Number:	3702027	CLYBER
Registration Number:	3702028	CLYBER
Registration Number:	3702029	CLYBER
Serial Number:	85020585	ASHCON

CORRESPONDENCE DATA

Fax Number: 2127288111
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 728-8000
Email: ipdept@willkie.com
Correspondent Name: Kim Walker c/o Willkie Farr & Gallagher
Address Line 1: 787 Seventh Avenue
Address Line 4: New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER: 117525.00008 KAW

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Kim A. Walker

Signature: /kaw-907/

Date: 07/05/2012

Total Attachments: 6
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Trademark Security Agreement

TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2012, by Clyde Bergemann Power Group Americas Inc., a Delaware corporation, and Clyde Bergemann Inc., a Delaware corporation (together the "Pledgor"), in favor of Bank of Scotland plc, in its capacity as agent and Security Agent for itself and for each of the other Secured Parties on the terms and conditions set out in the Facilities Agreement (in such capacity as agent and trustee, the "Security Agent" (which expression shall include each person appointed as the Security Agent at the date of this Trademark Security Agreement or any additional Security Agent appointed for the purposes of, and in accordance with, the Facilities Agreement)).

WITNESSETH:

WHEREAS, the Pledgor is party to a Guaranty and Collateral Agreement dated June 27, 2012 (the "Guaranty and Collateral Agreement") in favor of the Security Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to continue to extend credit to the Borrowers pursuant to the Facilities Agreement, the Pledgor hereby agrees with the Security Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guaranty and Collateral Agreement and used herein have the meaning given to them in the Guaranty and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Security Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Security Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Guaranty and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Guaranty and Collateral Agreement and

Pledgor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control unless the Security Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Guaranty and Collateral Agreement, the Security Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**CLYDE BERGEMANN POWER GROUP
AMERICAS INC., a Delaware corporation**


By: J. Lees
Name: J. G. LEES
Title: CFO

**CLYDE BERGEMANN, INC., a Delaware
corporation**

By: J. Lees
Name: J. G. LEES
Title: CFO

Accepted and Agreed:

BANK OF SCOTLAND PLC,
as Security Agent

By: 
Name: STEPHEN MCKEL
Title: DIRECTOR



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations and Trademark Applications:

OWNER	MARK	SERIAL NUMBER	DATE	REGISTRATI N NUMBER	REGISTRATIO N DATE	COUNTRY/STAT E
Clyde Bergemann Power Group Americas Inc.	ENVIRONMENTAL ELEMENTS CORPORATION	74480859	21.01.1994	1,875,137	24.01.1995	US
Clyde Bergemann Power Group Americas Inc.	RIGTRODE	74488106	09.02.1994	1,900,426	20.06.1995	US
Clyde Bergemann Power Group Americas Inc.	FPA	75656377	08.03.1995	2,321,641	22.02.2000	US
Clyde Bergemann Power Group Americas Inc.	ARMOR GUIDE	76057670	10.04.2001	2,655,598	03.12.2002	US
Clyde Bergemann Power Group Americas Inc.	SMART SENSOR	76081800	29.08.2001	2,730,949	24.03.2003	US
Clyde Bergemann Power Group Americas Inc.	SMART LANCE	76174947	18.10.2002	2,753,235	19.08.2003	US
Clyde Bergemann Power Group Americas Inc.	SMART CONTROLS	76081631	28.08.2001	2,801,615	30.12.2003	US
Clyde Bergemann Power Group Americas Inc.	SMART CONVECTION	76174960	16.10.2002	2,814,373	10.02.2004	US
Clyde Bergemann Power Group Americas Inc.	SMART CLEAN	76102526	14.01.2002	2,615,722	17.02.2004	US
Clyde Bergemann Power Group Americas Inc.	SMART CANNON	76081405	28.08.2001	2,890,554	28.09.2004	US

Clyde Bergemann, Inc.	SMARTGAUGE	78336238	02.12.2003	2,993,472	06.09.2006	US
Clyde Bergemann, Inc.	CLYBER	77181443	15.05.2007	3,690,300	27.10.2009	US
Clyde Bergemann, Inc.	CLYBERLUBE	77182052	16.05.2007	3,693,082	06.10.2007	US
Clyde Bergemann, Inc.	CLYBER	77181425	15.05.2007	3,702,027	27.10.2009	US
Clyde Bergemann, Inc.	CLYBER	77181435	15.05.2007	3,702,028	27.10.2009	US
Clyde Bergemann, Inc.	CLYBER	77181450	15.05.2007	3,702,029	27.10.2009	US
Clyde Bergemann, Inc.	ASHCON	85020585	22.04.2010			US