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

## **CORRESPONDENCE DATA**

2127288111 Fax Number:

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 ipdept@willkie.com Email:

Kim Walker c/o Willkie Farr & Gallagher Correspondent Name:

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** 

## **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.** <u>Defined Terms</u>. 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. <u>Termination</u>. 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:\_\_\_ Name:

Title:

CFO

CLYDE BERGEMANN, INC., a Delaware corporation

By:\_\_\_

Name:

J.G. LESES

Title:

CFO

Accepted and Agreed:

BANK OF SCOTLAND PLC, as Security Agent

By:

Name: Stapped Medic

Title: DIRECTE

SCHEDULE I

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

United States Trademark Registrations and Trademark Applications:

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