

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
Elgin Sweeper Company		03/13/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association (as administrative agent)
Street Address:	230 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	75729433	AIR BEAR
Serial Number:	75729432	AIR CUB
Serial Number:	74718933	ATHEY
Serial Number:	75733059	BROOM BEAR
Serial Number:	77045905	BROOMSTICK
Serial Number:	73460869	CROSSWIND
Serial Number:	75733060	CROSSWIND FSX
Serial Number:	75736304	EAGLE
Serial Number:	72117263	ELGIN
Serial Number:	73460867	ELGIN
Serial Number:	76434454	FLEETMINDER
Serial Number:	75729431	GEOVAC
Serial Number:	78650111	LIFELINER
Serial Number:	74330265	MEGAWIND

OP \$540.00 75729433

Serial Number:	77193259	MEMORY SWEEP
Serial Number:	71661004	MOBIL SWEEPER
Serial Number:	73051953	PELICAN
Serial Number:	74502235	QUIET-PAK
Serial Number:	75719155	ROAD WIZARD
Serial Number:	77505237	WEARMAX
Serial Number:	74517313	WHIRLWIND

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: chughes@reedsmith.com

Correspondent Name: Clay P. Hughes

Address Line 1: 225 Fifth Ave.

Address Line 2: Suite 1200

Address Line 4: Pittsburgh, PENNSYLVANIA 15222

ATTORNEY DOCKET NUMBER:	323124.00062 (CPH)
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NAME OF SUBMITTER:	Clay P. Hughes
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Signature:	/Clay P. Hughes/
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Date:	03/14/2013
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Total Attachments: 6

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Elgin Sweeper Company, a Delaware corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement dated as of March 13, 2013 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and among Wells Fargo Bank, National Association, a national banking association, with a place of business located at 230 W. Monroe Street, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, “**Administrative Agent**”) for itself and all other Lenders from time to time a party thereto (“**Lenders**”), Wells Fargo Securities, LLC and GE Capital Markets, Inc., as joint lead arrangers and joint bookrunners, Lenders and Federal Signal Corporation, a Delaware corporation (“**Borrower**”), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Secured Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Banks**”); and

WHEREAS, Borrower may from time to time enter into one or more secured cash management agreements (collectively, the “**Secured Cash Management Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, “**Cash Management Banks**”); and

WHEREAS, pursuant to the terms of an Security Agreement dated as of March 13, 2013 (said Security Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or

may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything contained herein to the contrary, the term Trademark Collateral shall not include items expressly excluded from the definition of "Collateral" pursuant to Section 1 of the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 13 day of March, 2013.

ELGIN SWEEPER COMPANY

By: Ronald E. Dolatowski
Name: RONALD E. DOLATOWSKI
Title: V. P. & TREASURER

[Signature Page to Grant of Trademark Security Interest (Elgin Sweeper Company)]

TRADEMARK
REEL: 004981 FRAME: 0506

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST

(ELGIN)

TRADEMARKS

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>TMA No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
ELGIN SWEEPER COMPANY	AUSTRALIA	1121399	1121399	CROSSWIND FSX	06/29/2006
ELGIN SWEEPER COMPANY	AUSTRALIA	841618	841618	ELGIN	10/25/2004
ELGIN SWEEPER COMPANY	AUSTRALIA	841619	1044105	WHIRLWIND	07/11/2005
ELGIN SWEEPER COMPANY	CANADA	0264502	TMA130915	ELGIN	05/10/1963
ELGIN SWEEPER COMPANY	CANADA	309340	TMA159173	PELICAN	11/8/1968
ELGIN SWEEPER COMPANY	CANADA	1013064	TMA540692	ROAD WIZARD	02/02/2001
ELGIN SWEEPER COMPANY	CANADA	344408	TMA186444	WHIRLWIND	11/03/1972
ELGIN SWEEPER COMPANY	CHINA	4739973	4739973	CROSSWIND	04/07/2009
ELGIN SWEEPER COMPANY	CHINA	5457736	5457736	CROSSWIND FSX	05/28/2009
ELGIN SWEEPER COMPANY	CHINA	4739955	4739955	CROSSWIND FURY	04/07/2009
ELGIN SWEEPER COMPANY	CHINA		841618	ELGIN	10/25/2004
ELGIN SWEEPER COMPANY	CHINA	4739956	4739956	PELICAN	05/28/2008
ELGIN SWEEPER COMPANY	COLOMBIA	360571	51559	ELGIN	05/28/1962
ELGIN SWEEPER COMPANY	EUROPEAN UNION	5145644	5145644	ELGIN	06/14/2007
ELGIN SWEEPER COMPANY	EUROPEAN UNION	3945532	003945532	PELICAN	06/20/2006
ELGIN SWEEPER COMPANY	EUROPEAN UNION	5144787	5144787	WHIRLWIND	05/18/2007
ELGIN SWEEPER COMPANY	JAPAN	2006-061128	5030366	CROSSWIND FSX	03/02/1977
ELGIN SWEEPER COMPANY	JAPAN		841618	ELGIN	07/20/2007
ELGIN SWEEPER COMPANY	JAPAN	49410/68	1265341	PELICAN	04/18/1977
ELGIN SWEEPER	JAPAN	841619	841619	WHIRLWIND	08/11/2005

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>TMA No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
COMPANY					
ELGIN SWEEPER COMPANY	KUWAIT	70544	61298	ELGIN	05/18/2005
ELGIN SWEEPER COMPANY	MEXICO		108978	ELGIN	11/03/1981
ELGIN SWEEPER COMPANY	MEXICO	15368	140426	PELICAN	10/24/1982
ELGIN SWEEPER COMPANY	SWITZERLAND		P328042	ELGIN	02/13/1984
ELGIN SWEEPER COMPANY	U.S.A.	75729433	2434223	AIR BEAR	03/06/2001
ELGIN SWEEPER COMPANY	U.S.A.	75729432	2434222	AIR CUB	03/06/2001
ELGIN SWEEPER COMPANY	U.S.A.	74718933	2017251	ATHEY	11/19/1996
ELGIN SWEEPER COMPANY	U.S.A.	75733059	2341306	BROOM BEAR	04/11/2000
ELGIN SWEEPER COMPANY	U.S.A.	77045905	3406099	BROOMSTICK	04/01/2008
ELGIN SWEEPER COMPANY	U.S.A.	73460869	1303465	CROSSWIND	11/06/1984
ELGIN SWEEPER COMPANY	U.S.A.	75733060	2336189	CROSSWIND FSX	03/28/2000
ELGIN SWEEPER COMPANY	U.S.A.	75736304	2329980	EAGLE	03/14/2000
ELGIN SWEEPER COMPANY	U.S.A.	72117263	0731803	ELGIN	05/22/1962
ELGIN SWEEPER COMPANY	U.S.A.	73460867	1376886	ELGIN	01/07/1986
ELGIN SWEEPER COMPANY	U.S.A.	76434454	2762749	FLEETMINDER	09/09/2003
ELGIN SWEEPER COMPANY	U.S.A.	75729431	2336151	GEOVAC	03/28/2000
ELGIN SWEEPER COMPANY	U.S.A.	78650111	3206900	LIFELINER	02/06/2007
ELGIN SWEEPER COMPANY	U.S.A.	74330265	1780049	MEGAWIND	07/06/1993
ELGIN SWEEPER COMPANY	U.S.A.	77193259	3656365	MEMORY SWEEP	07/21/2009
ELGIN SWEEPER COMPANY	U.S.A.	71661004	616149	MOBIL SWEEPER	11/15/1955
ELGIN SWEEPER COMPANY	U.S.A.	73051953	1044660	PELICAN	07/27/1976
ELGIN SWEEPER COMPANY	U.S.A.	74502235	1881862	QUIET-PAK	03/07/1995
ELGIN SWEEPER COMPANY	U.S.A.	75719155	2472176	ROAD WIZARD	07/24/2001

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>TMA No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
ELGIN SWEEPER COMPANY	U.S.A.	77505237	3815082	WEARMAX	07/06/2010
ELGIN SWEEPER COMPANY	U.S.A.	74517313	1881876	WHIRLWIND	03/07/1995