

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Guzzler Manufacturing, Inc.		03/13/2013	CORPORATION: ALABAMA

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

<b>PROPERTY NUMBERS Total: 4</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	1882075	ACE
Registration Number:	1284986	GUZZLER
Registration Number:	2871627	GUZZLER NX
Registration Number:	1996827	PREDATOR

<b>CORRESPONDENCE DATA</b>	
Fax Number:	4122883063
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	412-288-3008
Email:	chughes@reedsmith.com, scoffman@reedsmith.com
Correspondent Name:	Clay P. Hughes
Address Line 1:	P.O. Box 488
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER:	323124.00062 CPH
NAME OF SUBMITTER:	Clay P. Hughes

OP \$115.00 1882075

Signature:	/Clay P. Hughes/
Date:	03/14/2013
Total Attachments: 4 source=Guzzler Grant of Trademark Security Interest#page1.tif source=Guzzler Grant of Trademark Security Interest#page2.tif source=Guzzler Grant of Trademark Security Interest#page3.tif source=Guzzler Grant of Trademark Security Interest#page4.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS**, Guzzler Manufacturing, Inc., an Alabama 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.

**[The remainder of this page is intentionally left blank.]**

**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.

**GUZZLER MANUFACTURING, INC.**

By: Ronald E. Dolatowek  
Name: Ronald E. Dolatowek  
Title: VP and Treasurer

SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST  
(GUZZLER MANUFACTURING, INC.)

TRADEMARKS

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>TMA No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
GUZZLER MANUFACTURING, INC.	AUSTRALIA	A0020186	1042549	GUZZLER	6/10/2010
GUZZLER MANUFACTURING, INC.	MEXICO	1095381	1164968	GUZZLER	06/21/2010
GUZZLER MANUFACTURING, INC.	U.S.A.	74515420	1882075	ACE	03/07/1995
GUZZLER MANUFACTURING, INC.	U.S.A.	73425816	1284986	GUZZLER	07/10/1984
GUZZLER MANUFACTURING, INC.	U.S.A.	78245552	2871627	GUZZLER NX	08/10/2004
GUZZLER MANUFACTURING, INC.	U.S.A.	74708156	1996827	PREDATOR	08/27/1996