

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
PATTON'S INC.		03/20/2013	CORPORATION: NORTH CAROLINA
PATTON'S MEDICAL, LLC		03/20/2013	LIMITED LIABILITY COMPANY: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	HSBC BANK USA, NATIONAL ASSOCIATION, as Lender
Street Address:	550 South Tryon Street
Internal Address:	Suite 3520
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28202
Entity Type:	a national bank: UNITED STATES

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3578420	DYNACHILL PROCESS COOLING SYSTEMS
Registration Number:	3542445	DYNACHILL
Registration Number:	3545744	PATTON'S, INC. INDUSTRIAL SOLUTIONS SINC
Registration Number:	3545745	PATTON PERFORMANCE SERIES
Registration Number:	3539326	PARTNERSHIP SOLUTIONS FOR FLUID COOLING
Registration Number:	3521710	AURORA PERFORMANCE COMPRESSED AIR SYSTEM
Serial Number:	77765306	PATTON'S MEDICAL
Serial Number:	77765320	

CORRESPONDENCE DATA

Fax Number: 4045725100

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

Phone: 404-572-3431
Email: cfraser@kslaw.com
Correspondent Name: Carol Fraser, Finance Paralegal
Address Line 1: 1180 Peachtree Street
Address Line 2: King & Spalding
Address Line 4: Atlanta, GEORGIA 30309-3521

ATTORNEY DOCKET NUMBER:	HSBC/ELGI- 08301.015002
NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	04/18/2013

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 20th day of March, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and HSBC BANK USA, NATIONAL ASSOCIATION, for itself and on behalf of the other Secured Parties ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of November 28, 2012 (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), between ELGI COMPRESSORS USA INC., a Delaware corporation ("Borrower"), and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the other Secured Parties are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, the other Loan Documents, and the agreements with respect to the Bank Products, but only upon the condition, among others, that the Grantors shall have executed and delivered to Lender, for itself and the other Secured Parties, that certain Guaranty and Security Agreement, dated as of March 20, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Lender, for itself and the other Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Lender, for itself and the other Secured Parties, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property

License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Lender or the other Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender, for itself and the other Secured Parties, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

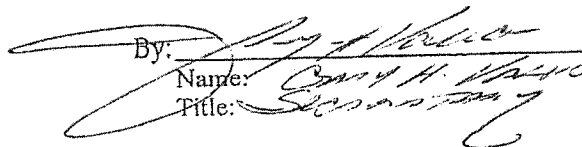
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

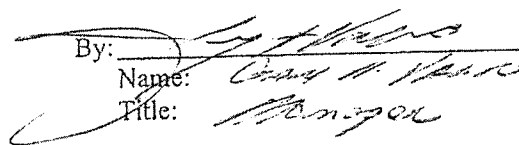
IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

PATTON'S, INC.

By: 
Name: Gary H. Mayo
Title: Secretary

PATTON'S MEDICAL, LLC

By: 
Name: Gary H. Mayo
Title: Manager

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

LENDER:

**HSBC BANK USA, NATIONAL
ASSOCIATION**

By: 

Name:

WILLIAM L O'NEIL SR

Title:

VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 005009 FRAME: 0869**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Application No.	Federal Registration No.	Application Date	Registration Date
DYNACHILL PROCESS COOLING SYSTEMS (and Design)	Patton's, Inc.	77111156	3,578,420	02/20/2007	02/24/2009
DYNACHILL	Patton's, Inc.	77111130	3,542,445	02/20/2007	12/09/2008
PATTON'S INC. INDUSTRIAL SOLUTIONS SINCE 1945 (and Design)	Patton's, Inc.	77093508	3,545,744	01/29/2007	12/16/2008
PATTON PERFORMANCE SERIES (and Design)	Patton's, Inc.	77093609	3,545,745	01/29/2007	12/16/2008
PARTNERSHIP SOLUTIONS FOR FLUID COOLING	Patton's, Inc.	77128418	3,539,326	03/12/2007	12/02/2008
AURORA PERFORMANCE COMPRESSED AIR SYSTEMS (and Design)	Patton's, Inc.	77205127	3,521,710	06/13/2007	10/21/2008
PATTON'S MEDICAL (and Design)	Patton's Medical, LLC	77765306	N/A	06/22/2009	N/A
Miscellaneous Design	Patton's Medical, LLC	77765320	N/A	06/22/2009	N/A

Trade Names

Patton's Air Compressors, Inc.

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None