

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
The Horsburgh & Scott Co.		03/28/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank		
Street Address:	One North Franklin Street		
Internal Address:	29th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85857280	HORSBURGH & SCOTT	
CORRESPONDENCE DATA			
Fax Number:	2149695100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149694804		
Email:	aashley@jonesday.com		
Correspondent Name:	Jones Day		
Address Line 1:	2727 North Harwood Street		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	879047.121060		
NAME OF SUBMITTER:	April M. Ashley		
Signature:	/ama/		

Date:

06/07/2013

Total Attachments: 6

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COLLATERAL ASSIGNMENT OF TRADEMARKS

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS, dated as of March 28, 2013 (“*Agreement*”), is made and given by The Horsburgh & Scott Co., a Delaware corporation (together with its successors and assigns, the “*Assignor*”), in favor of PNC Bank, National Association, as Collateral Agent (together with its successors and assigns in such capacity, the “*Collateral Agent*”):

RECITALS:

(1) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “*Credit Agreement*”), by and among H&S Holdco, Inc., a Delaware corporation (“*Parent*”), H&S Mergersub, Inc., a Delaware Corporation (“*MergerSub*”), and as of and after consummation of the Merger, BG Parent Holdings, Inc., a Delaware corporation (“*BG Parent*”), the Assignor, BG Holdings, Inc., a Delaware corporation (“*BG Holdings*”), the lenders party thereto (the “*Lenders*”) and the Collateral Agent.

(2) In connection with the Credit Agreement, the Assignor is a party to the Security Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the “*Security Agreement*”), by and among the Parent, MergerSub, and as of and after consummation of the Merger, BG Parent, Assignor, BG Holdings, PRES, Inc., a Delaware corporation, and the Collateral Agent, pursuant to which the Assignor has granted a continuing security interest in, collateral assignment of and lien on substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby covenants and agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations (as defined in the Security Agreement), the Assignor hereby collaterally grants to the Collateral Agent, for the benefit of the Lenders, a security interest in, a general lien upon and/or a right of set-off against (whether now owned or hereafter acquired by the Assignor and whether acquired in the United States or elsewhere in the world) all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired:

(i) all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(ii) all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A hereto);

(iii) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

(iv) all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

(v) all registrations and recordings with respect to any of the foregoing;

(vi) all renewals of any of the foregoing;

(vii) to the extent permitted by applicable agreement, all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

(viii) all rights to sue for past, present or future infringements of any of the foregoing;

(ix) all goodwill related to any of the foregoing;

(x) to the extent not included above, all general intangibles (as such term is defined in the UCC) of the Assignor related to the foregoing; and

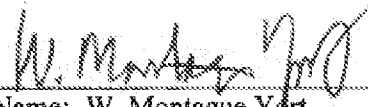
(xi) all proceeds of any and all of the foregoing.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Collateral Agent primarily for recording purposes. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

[Signatures On Following Page]

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

THE HORSBURGH & SCOTT CO.

By: 
Name: W. Montague Yert
Title: Chief Executive Officer and Secretary

Accepted and acknowledged by the undersigned as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Jeremy Henrich
Title: Vice President

Signature Page to Collateral Assignment of Trademarks (HSC)

TRADEMARK
REEL: 005043 FRAME: 0521

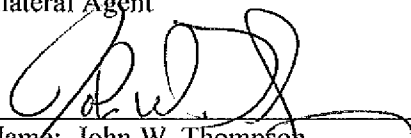
IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first written above.

THE HORSBURGH & SCOTT CO.

By: _____
Name: W. Montague Yort
Title: Chief Executive Officer and Secretary

Accepted and acknowledged by the undersigned as of the date first above written.

PNC BANK, NATIONAL ASSOCIATION,
as Collateral Agent

By: 
Name: John W. Thompson
Title: Senior Vice President

Schedule A
to
Collateral Assignment of Trademarks

<u>Mark</u>	<u>Ser. No. / Reg. No.</u>	<u>Filing Date or Reg. Date</u>	<u>Status</u>	<u>Registered Party</u>
"HORSBURGH & SCOTT" ¹	85857280	2/22/2013	Application	The Horsburgh & Scott Co.

Domain: www.horsburgh-scott.com

¹ This trademark was previously registered on June 21, 2004. The registration lapsed and a recent application was submitted again to the U.S. Patent and Trademark Office.

ACKNOWLEDGMENT OF ASSIGNOR

STATE OF

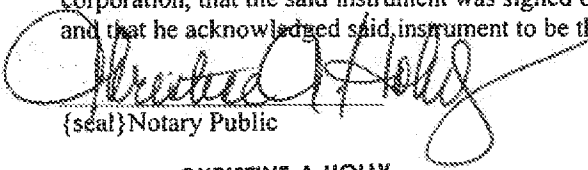
New York

COUNTY OF

New York

) ss.

On this 28th day of March, 2013 before me personally appeared W. Montague Yort, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The Horsburgh & Scott Co., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


{seal} Notary Public

CHRISTINE A HOLLY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6221697
Qualified In New York County
My Commission Expires May 10, 2014

Signature Page to Collateral Assignment of Trademarks (HSC)