

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FISHER-KLOSTERMAN, INC.	FORMERLY FKI ACQUISITION CORP.	04/16/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza, MD 10908F		
Internal Address:	Attn: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1659178	FISHER-KLOSTERMAN, INC.	
Registration Number:	1661212	FK	
Registration Number:	3981869	FISHER-KLOSTERMAN	
Registration Number:	3743340	FISHER-KLOSTERMAN	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8800		
Email:	jspiantanida@vorys.com, dharcher@vorys.com		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255-IPLAW@VORYS		
Address Line 2:	Attn: Christopher Ott		
Address Line 4:	Columbus, OHIO 43216		

CH \$115.00 1659178

ATTORNEY DOCKET NUMBER:	005252-173/1707/FK2NDTM
NAME OF SUBMITTER:	Christopher M. Ott
Signature:	/christopher m. ott/
Date:	06/11/2013
Total Attachments: 5 source=CECO- Fisher-Klosterman Amendment to Trademark Security Agreement#page1.tif source=CECO- Fisher-Klosterman Amendment to Trademark Security Agreement#page2.tif source=CECO- Fisher-Klosterman Amendment to Trademark Security Agreement#page3.tif source=CECO- Fisher-Klosterman Amendment to Trademark Security Agreement#page4.tif source=CECO- Fisher-Klosterman Amendment to Trademark Security Agreement#page5.tif	

A FIFTH THIRD BANCORP BANK**SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment"), dated as of April 16, 2013 (the "Effective Date"), is entered into by and between FISHER-KLOSTERMAN, INC., formerly known as FKI Acquisition Corp., a Delaware corporation, whose principal place of business and mailing address is 4625 Red Bank Road, Suite 200, Cincinnati, Ohio 45227 (hereinafter "Debtor"), and FIFTH THIRD BANK, an Ohio banking corporation (hereinafter sometimes "Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender have entered into the Amended and Restated Credit Agreement dated as of June 30, 2010, among Debtor, certain of Debtor's affiliates and Lender, as amended by the First Amendment to Amended and Restated Credit Agreement dated as of March 22, 2013 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of February 29, 2008, as amended by the First Amendment to Trademark Security Agreement dated as of August 1, 2008 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Trademark Security Agreement"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Trademark Security Agreement or the Credit Agreement, as applicable.

C. Pursuant to, and in accordance with, the terms of the Credit Agreement and the other Loan Documents, Secured Party requires that this Amendment be executed and delivered to Lender by Debtor.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each trademark and trademark application listed on the Supplement to Schedule I attached hereto and made a

part hereof, constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents (as defined in the Credit Agreement).

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).


[Signature Page Follows]

IN WITNESS WHEREOF, this Second Amendment to Trademark Security Agreement has been duly executed by Debtor and Lender as of the Effective Date.

FIFTH THIRD BANK

By: _____
Jason McCaw, Assistant Vice President

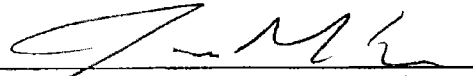
FISHER-KLOSTERMAN, INC., formerly known as FKI Acquisition Corp.

By:  _____
Benton L. Cook,
Interim Chief Financial Officer

IN WITNESS WHEREOF, this Second Amendment to Trademark Security Agreement has been duly executed by Debtor and Lender as of the Effective Date.

FIFTH THIRD BANK

**FISHER-KLOSTERMAN, INC., formerly
known as FKI Acquisition Corp.**

By: 
Jason McCaw, Assistant Vice President

By: _____
Benton L. Cook,
Interim Chief Financial Officer

SIGNATURE PAGE TO
FISHER-KLOSTERMAN, INC.
SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005048 FRAME: 0332

SUPPLEMENT TO SCHEDULE I

REGISTERED TRADEMARKS AND SERVICE MARKS

Jurisdiction	Mark #	Description
U.S.	1,659,178	FISHER-KLOSTERMAN, INC.
U.S.	1,661,212	FK and Design
U.S.	R3981869; S/N: 77-526872	FISHER-KLOSTERMAN
U.S.	R3743340; S/N: 77-978522	FISHER-KLOSTERMAN