

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
Buffalo Filter LLC		07/12/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	111 W. Monroe St.
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2197026	BUFFALO FILTER
Registration Number:	3216530	LAPEVAC
Registration Number:	1768545	PLUMESAFE
Registration Number:	1775097	VIROSAFE
Registration Number:	3852259	POWERED BY BUFFALO FILTER
Serial Number:	85076229	LAPAROSAFE
Serial Number:	85076204	PLUMEPEN

CORRESPONDENCE DATA

Fax Number: 3123322196
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312.863.7266
 Email: justin.debruyne@goldbergkohn.com
 Correspondent Name: Justin DeBruyne
 Address Line 1: c/o Goldberg Kohn, 55 E. Monroe St.

OP \$190.00 2197026

Address Line 2: Suite 3300
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	3630.156
NAME OF SUBMITTER:	Justin DeBruyne
Signature:	/justin debruyne/
Date:	07/16/2013

Total Attachments: 3
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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of July 12, 2013, by Buffalo Filter LLC, a Delaware limited liability company ("Grantor"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the respective trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 31, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

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

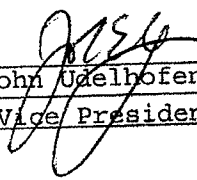
This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

GRANTOR:

BUFFALO FILTER LLC

By: 
Name: John Udelhofen
Title: Vice President

Signature Page to Grant of Security Interest – Trademarks (Buffalo Filter)

SCHEDULE A TO GRANT OF A SECURITY INTEREST

U.S. TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE	OWNER
BUFFALO FILTER	2,197,026	October 20, 1998	Buffalo Filter LLC
LAPEVAC	3,216,530	March 6, 2007	Buffalo Filter LLC
PLUMESAFE	1,768,545	May 4, 1993	Buffalo Filter LLC
VIROSAFE	1,775,097	June 8, 1993	Buffalo Filter LLC
POWERED BY BUFFALO FILTER	3,852,259	September 28, 2010	Buffalo Filter LLC

U.S. TRADEMARK APPLICATIONS

TRADEMARK	SERIAL. NO.	FILING DATE	OWNER
LAPAROSAFE	85/076,229	July 1, 2010	Buffalo Filter LLC
PLUMEPEN	85/076,204	July 1, 2010	Buffalo Filter LLC