

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
Ohio Transmission Corporation		07/18/2013	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as agent
Street Address:	30 S Wacker Drive
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4289383	YARD BULLY INDUSTRIAL STRADDLE CARRIER
Registration Number:	2007019	SPIRIT OF AMERICA
Registration Number:	1244174	GREAT LAKES POWER
Registration Number:	1236712	GREAT LAKES POWER
Registration Number:	1188934	GREAT LAKES POWER PRODUCTS

CORRESPONDENCE DATA

Fax Number: 3125585700
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312 558-6352
 Email: lkonrath@winston.com
 Correspondent Name: Laura Konrath
 Address Line 1: 35 W Wacker Drive
 Address Line 2: Winston & Strawn LLP, Suite 4200
 Address Line 4: Chicago, ILLINOIS 60601

CH \$140.00 4289383

ATTORNEY DOCKET NUMBER:	6737-164
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	08/14/2013
Total Attachments: 5 source=ohioTM securityAg#page1.tif source=ohioTM securityAg#page2.tif source=ohioTM securityAg#page3.tif source=ohioTM securityAg#page4.tif source=ohioTM securityAg#page5.tif	

TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, Ohio Transmission Corporation, an Ohio corporation (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of July 18, 2013 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") by and among OTC Merger Sub Corp. (to be assumed by Grantor), Industrial Process Equipment Company, AirTech LLC (collectively, the Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 18, 2013 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"; unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the respective meanings given to them in the Collateral Agreement) by and among the Borrowers, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created, arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Collateral.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

This Trademark Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 18 day of July, 2013

OHIO TRANSMISSION CORPORATION

By: 
Name: Philip DeFrow
Title: Chief Executive Officer

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent,**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 18 day of July, 2013

OHIO TRANSMISSION CORPORATION

By: _____
Name: Philip Derrow
Title: Chief Executive Officer

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent,**

By: 
Name: Michael Nativi
Title: Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Country/ State	Trademark	Application or Registratio n No.	Filing Date	Registration Date	Assignees
Ohio Transmission Corporation	United States	YARD BULLY and Design	4,289,383	4/5/2010	02/12/2013	N/A
Ohio Transmission Corporation	United States	SPIRIT OF AMERICA	2,007,019	12/23/1994	10/08/1996	N/A
Ohio Transmission Corporation	United States	GREAT LAKES POWER and Design	1,244,174	10/7/1981	07/05/1983	N/A
Ohio Transmission Corporation	United States	GREAT LAKES POWER and Design	1,236,712	9/25/1981	05/03/1983	N/A
Ohio Transmission Corporation	United States	GREAT LAKES POWER PRODUCTS and Design	1,188,934	12/26/1979	02/02/1982	N/A
Ohio Transmission Corporation	Ohio	AIR TECHNOLOGI ES	1964478	N/A	09/20/2010	N/A