

## 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
Hetsco, Inc.		05/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as Administrative Agent		
Street Address:	1525 West W.T. Harris Blvd.		
Internal Address:	MAC D1109-019		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85969618	HETSCO	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	4839-728 HETSCO INC./WF		
NAME OF SUBMITTER:	Andrea Walker		
Signature:	/Andrea Walker/		

Date:

08/26/2013

**Total Attachments: 10**

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## SECURITY AGREEMENT JOINDER NO. 6

SECURITY AGREEMENT JOINDER NO. 6 (this "Joinder") dated as of May 29, 2013 to the Security Agreement dated as of February 21, 2012 (such agreement, together with all amendments and restatements, as supplemented by Security Agreement Joinder No. 1, dated as of August 28, 2012, executed by Koontz-Wagner Custom Controls Holdings LLC; Security Agreement Joinder No. 2, dated as of September 19, 2012, executed by TOG Holdings, Inc.; Security Agreement Joinder No. 3, dated as of September 19, 2012, executed by TOG Manufacturing Company, Inc.; Security Agreement Joinder No. 4, dated as of March 4, 2013, executed by GFEG, LLC, and Security Agreement Joinder No. 5, dated as of May 29, 2013, executed by Hetsco Holdings, Inc., the "Security Agreement"), among the initial signatories thereto and each other Person who from time to time thereafter became a party thereto pursuant to Section 6.15 thereof (each, individually, a "Grantor" and collectively, the "Grantors"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent (in such capacity, "Secured Creditor"), for its benefit and the benefit of each Secured Party.

### BACKGROUND.

Capitalized terms not otherwise defined herein have the meaning specified in the Security Agreement. The Security Agreement provides that additional parties may become Grantors under the Security Agreement by execution and delivery of this form of Joinder. Pursuant to the provisions of Section 6.14 of the Security Agreement, the undersigned is becoming a Grantor under the Security Agreement. The undersigned desires to become a Grantor under the Security Agreement in order to induce Secured Parties to continue to make and maintain financial accommodations under the Loan Documents, Secured Hedge Agreements and Secured Cash Management Agreements.

### AGREEMENT.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Secured Parties to continue to make and maintain financial accommodations under the Loan Documents, Secured Hedge Agreements and Secured Cash Management Agreements, the undersigned hereby agrees with Secured Creditor, for its benefit and the benefit of Secured Parties, as follows:

1. *Joinder.* In accordance with the Security Agreement, the undersigned hereby becomes a Grantor under the Security Agreement with the same force and effect as if it were an original signatory thereto as a Grantor and the undersigned hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the undersigned.

2. *Assignment and Grant of Security Interest.* As security for the payment and performance, as the case may be, in full of the Secured Obligations, the undersigned hereby assigns to, and pledges and grants to Secured Creditor, for it and the benefit of Secured Parties, a security interest in the entire right, title, and interest of the undersigned in and to all Collateral, whether now or hereafter existing, owned, arising or acquired.

3. *Representations and Warranties.* On and as of the date hereof or each Schedule Effective Date, as appropriate, the undersigned makes each representation and warranty set forth in Article III of the Security Agreement.

4. *Notices.* All communications and notices hereunder shall be in writing and given as provided in Section 6.10 of the Security Agreement.

5. *GOVERNING LAW.* THIS JOINDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, EXCEPT TO THE EXTENT THE VALIDITY OR PERFECTION OF THE SECURITY INTERESTS HEREUNDER OR THE REMEDIES HEREUNDER, IN RESPECT OF ANY COLLATERAL ARE GOVERNED BY THE LAW OF A JURISDICTION OTHER THAN NEW YORK; *PROVIDED, THAT SECURED CREDITOR AND EACH SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.*

6. *Full Force of Security Agreement.* Except as expressly supplemented hereby, the Security Agreement remains in full force and effect in accordance with its terms.

7. *Schedules.* Schedules 1 through 15 to the Security Agreement shall be supplemented by the addition of Schedules 1 through 15 attached hereto as to the undersigned.

8. *Severability.* If any provision of this Joinder is held to be illegal, invalid, or unenforceable under present or future Laws during the term thereof, such provision shall be fully severable, this Joinder shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, *in lieu* of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Joinder a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

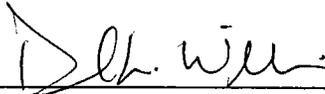
9. *Counterparts.* This Joinder may be executed in any number of counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

10. *ENTIRE AGREEMENT.* THIS JOINDER AND EACH RELATED AGREEMENT REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

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**IN WITNESS WHEREOF**, the undersigned has caused this Joinder No. 6 to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

HETSCO, INC.

By:   
Name: David Willis  
Title: Vice President and Chief Financial Officer

ACCEPTED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

HETSCO, INC.

By: \_\_\_\_\_

David Willis  
Vice President and Chief Financial Officer

ACCEPTED BY:

WELLS FARGO BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: 

Print Name: Andrew M. Widmer

Print Title: Vice President

**SCHEDULE 1**

**ORGANIZATION AND NAMES**

(Schedule Effective Date: May 29, 2013)

**Hetsco, Inc.:**

- (a) Name: Hetsco, Inc.
- (b) Jurisdiction of organization: Delaware
- (c) Entity type: Domestic Profit Corporation
- (d) Changes in jurisdiction of organization, name or entity type: On September 3, 2008, Hetsco, Inc. changed its jurisdiction of incorporation from Indiana to Delaware.
- (e) Trade names: None
- (f) Federal Taxpayer Identification Number: 20-1199479
- (g) Corporate or other organizational number: 4595304
- (h) UCC Filing Office: Delaware Secretary of State

**SCHEDULE 2**

**ADDRESSES**

(Schedule Effective Date: May 29, 2013)

Heisco, Inc.:

(a) Chief Executive Office:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
400 E. Las Colinas Blvd., Suite 400 Irving, Texas 75039	Same	Dallas	Texas	United States

(b) Locations where books and records are kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
505 Pushville Road, Greenwood, Indiana	Same	Johnson	Indiana	United States

(c) Locations where tangible personal property is kept:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
505 Pushville Road, Greenwood, Indiana	Same	Johnson	Indiana	United States

TRADEMARK

REEL: 005097 FRAME: 0906

(d) Locations of owned and leased real property:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
2715 US 31 South, Greenwood, Indiana (leased)	Same	Johnson	Indiana	United States
505 Pushville Road, Greenwood, Indiana (leased)	Same	Johnson	Indiana	United States
50 Southbelt Industrial Drive, Houston, Texas (leased)	Same	Harris	Texas	United States
Midwest Business Center, 100 Crossroads Drive, Suite B, New Whitehall, Indiana (leased)	Same	Johnson	Indiana	United States
2620 Endress Place, Greenwood, Indiana (leased)	Same	Johnson	Indiana	United States

(e) All other places of business not listed above:

Street Address and Zip or Postal Code	Mailing Address and Zip or Postal Code	County/Independent City	State	Country
None				

(f) Persons (other than the Grantor) who have possession of collateral or other property:

Name	Address	Collateral possessed	Country
None			

SCHEDULE 3

**PLEGDED DEBT; INDEBTEDNESS EVIDENCED BY INSTRUMENTS**

(Schedule Effective Date: May 29, 2013)

NONE

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SCHEDULE 4(a)

TRADEMARKS REGISTRATION

(Schedule Effective Date: May 29, 2013)

NONE

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Schedule 4(a)

SCHEDULE 4(b)  
to  
Security Agreement Joinder No. 6

TRADEMARK APPLICATIONS

Hetsco, Inc.:

GRANTOR ENTITY	MARK	U.S. SER. NO.	FILING DATE
Hetsco, Inc.	HETSCO	85/969,618	06/25/2013

Schedule 4(b) – Security Agreement Joinder No. 6 – Hetsco, Inc.