

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment to Patent, Trademark and Copyright Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leopold Holding Corp.		01/05/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	National City Bank of Pennsylvania
Street Address:	20 Stanwix Street
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15222
Entity Type:	Bank:

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1752320	AFC
Registration Number:	0852573	AMCODYNE
Registration Number:	1727393	CLARI-TRAC
Registration Number:	1730915	CLARI-VAC
Registration Number:	2779625	CT2
Registration Number:	2154058	ENGINEERED FILTER MEDIA
Registration Number:	0717081	FLEXI-JET
Registration Number:	2701937	
Registration Number:	1732845	I.M.S
Registration Number:	1923386	LEOPOLD
Registration Number:	0977273	LEOPOLD
Registration Number:	1738200	SUPERBLOCK
Registration Number:	2485594	TROUGH-GUARD
Registration Number:	2451358	TYPE S

CH \$440.00 1752320

Registration Number:	2323257	TYPE SL
Registration Number:	1853574	UNIVERSAL
Registration Number:	1732706	VALVE PAC

CORRESPONDENCE DATA

Fax Number: (412)562-1041
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 412-562-1637
Email: cremonesevj@bipc.com
Correspondent Name: Michael L. Dever
Address Line 1: 301 Grant Street
Address Line 2: 20th Floor
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

NAME OF SUBMITTER:	Michael L. Dever
Signature:	/Michael L. Dever/
Date:	01/10/2005

Total Attachments: 8
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**FIRST AMENDMENT TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT dated effective as of January 5, 2005 (the "Amendment"), is made by and between F. B. LEOPOLD COMPANY, INC., a Delaware corporation (the "Borrower") each of the Guarantors from time to time a party to the Credit Agreement (as hereinafter defined) and listed on the signature pages attached hereto or otherwise becoming bound hereby by joinder, assumption or otherwise (the Borrower and the Guarantors each being referred to as a "Pledgor" and collectively the "Pledgors"), and NATIONAL CITY BANK OF PENNSYLVANIA (the "Lender").

RECITALS:

A. The parties hereto are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of March 24, 2004 (the "Patent, Trademark and Copyright Security Agreement").

B. The Pledgors have requested the Lender to amend and restate the Credit Agreement dated March 24, 2004, and provide additional credit to the Borrower pursuant to that certain Amended and Restated Credit Agreement dated as of January 5, 2005, among the Pledgors and the Lender.

NOW, THEREFORE, the parties hereto, in consideration of their mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree as follows:

1. Definitions.

Defined terms used herein unless otherwise defined herein shall have the meanings ascribed to them in the Patent, Trademark and Copyright Security Agreement.

2. Amendment of Patent, Trademark and Copyright Security Agreement.

A. Amendment of Definition. Effective as of the date of this Amendment, all references in the Patent, Trademark and Copyright Security Agreement to "Credit Agreement" shall be deemed to constitute a reference to that certain Amended and Restated Credit Agreement dated as of January 5, 2005 (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") by and among the Borrower, each of the Guarantors party thereto and the Lender.

B. Schedule A. The Pledgors hereby confirm that Schedule A to the Patent, Trademark and Copyright Security Agreement is a correct and complete listing of all Patents, Trademarks and Copyrights of the Pledgors as of the date of this Amendment.

3. Representations and Warranties. The Pledgors hereby represent and warrant to the Lender as follows:

A. The representations and warranties of the Pledgors contained in the Patent, Trademark and Copyright Security Agreement are true and correct in all material respects on and as of the date hereof with the same force and effect as though made by the Pledgors on such date, except to the extent that any such representation or warranty expressly relates solely to a previous date; and

B. The Pledgors are in compliance in all material respects with all terms, conditions, provisions, and covenants contained in the Patent, Trademark and Copyright Security Agreement, and the execution, delivery, and performance of this Amendment have been duly authorized by all necessary corporate action, require no governmental approval, and will neither contravene, conflict with, nor result in the breach of any law, charter, articles, or certificate of incorporation, bylaws, or agreement governing or binding upon the Pledgors or any of their respective property.

4. Conditions of Effectiveness of this Amendment. The effectiveness of this Amendment is expressly conditioned upon satisfaction of each of the following conditions precedent:

A. All legal details and proceedings in connection with the transactions contemplated by this Amendment shall be in form and substance satisfactory to the Lender, and the Lender shall have received from the Pledgors all such other counterpart originals or certified or other copies of such documents and proceedings in connection with such transactions, in form and substance satisfactory to the Lender.

B. No Default or Event of Default has occurred and is continuing, and Pledgors by executing this Amendment confirms the same and also confirms the accuracy of the representations and warranties in Section 3 above.

5. Force and Effect. Pledgors reconfirm, restate, and ratify the Patent, Trademark and Copyright Security Agreement and all other documents executed in connection therewith except to the extent any such documents are expressly modified by this Amendment and Pledgors confirm that all such documents have remained in full force and effect since the date of their execution.

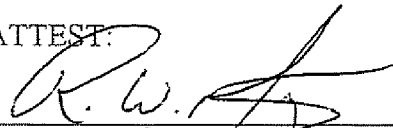
6. Governing Law. This Amendment shall be deemed to be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the internal laws of the Commonwealth of Pennsylvania without regard to its conflict of laws principles.

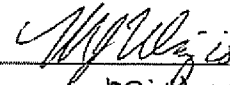
7. Counterparts. This Amendment may be signed in any number of counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


[SIGNATURES BEGIN ON NEXT PAGE]

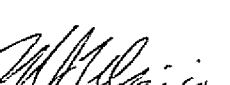
[SIGNATURE PAGE TO FIRST AMENDMENT TO PATENT, TRADEMARK AND
COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties hereto
have executed this Amendment as of the date first above written.

ATTEST:

Name: Richard Metz
Title: Secretary

THE F.B. LEOPOLD COMPANY, INC.
By: 
Name: Michael Ulizio
Title: President

ATTEST:

Name: Richard Metz
Title: Secretary

LEOPOLD HOLDING CORP.
By: 
Name: Michael Ulizio
Title: President

NATIONAL CITY BANK OF PENNSYLVANIA

By: _____
Name: _____
Title: _____

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ATTEST:

THE F.B. LEOPOLD COMPANY, INC.

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

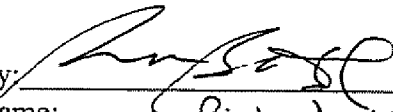
ATTEST:

LEOPOLD HOLDING CORP.

Name: _____
Title: _____

By: _____
Name: _____
Title: _____

NATIONAL CITY BANK OF PENNSYLVANIA

By: 
Name: Richard W. Beatty
Title: Assistant Vice President

**SCHEDULE A
TO
PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT**

**LIST OF REGISTERED PATENTS, TRADEMARKS,
TRADE NAMES AND COPYRIGHTS**

Patents

COUNTRY	REFERENCE #	TYPE	FILED	SERIAL #	ISSUED	PATENT #	STATUS
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“Apparatus for Distributing Gas and Liquid During Concurrent Gas/Liquid Backwash in Filter Underdrain”

BRAZIL	990091	CEQ	1/29/1999	P9900308-2			PENDING
CANADA	990092	CEQ	1/28/1999	2,260,543			PENDING
CANADA	990169	CEQ	7/31/1997	2,262,626			PENDING
CHINA	031617	DCA	7/31/1997	n/a			PENDING
CHINA	990093	CEQ	1/28/1999	99101828.1	9/10/2003	ZL99101828.1	ISSUED
EUROPEAN PATENT	990094	CEQ	1/28/1999	99300636.0			PUBLISHED
JAPAN	990095	CEQ	1/29/1999	11-22010			PUBLISHED
MEXICO	990096	CEQ	1/28/1999	991,046			PENDING
U.S.	971818	CIP	1/29/1998	09/015,390	11/6/2001	6,312,611	ISSUED
U.S.	001414	CON	7/28/2000	09/627,929	10/23/2001	6,306,310	ISSUED
WIPO	970894	CEQ	7/31/1997	PCT/US97/13512			PENDING

“Flume Distribution System with Removable Block”

JAPAN	920469	CEQ	7/24/1992	4-217531	5/31/1996	2,524,557	ISSUED
U.S.	901132	NEW	7/26/1991	07/736,521	2/11/1992	5,087,362	ISSUED

“Air Duct Block for Air/Water Underdrain Systems in Gravity Filters”

JAPAN	921039	CEQ	2/1/1993	5-34016	7/11/1997	2,670,737	ISSUED
U.S.	901131	NEW	2/25/1992	07/841,046	11/3/1992	5,160,614	ISSUED

“Cap System for Underdrains in Gravity Filters”

JAPAN	91355	CEQ	5/27/1991	3-149325	6/23/1995	1,941,504	ISSUED
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“Improved Dual Lateral Filter Underdrain Block”

U.S.	91949	NEW	5/27/1992	07/889,176	7/12/1994	5,328,608	ISSUED
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“Apparatus and Method for Improving Gas Backwash in Lateral Underdrains”

BRAZIL	961204	DCA	5/12/1994	9,408,566	10/3/2000	P194085668	ISSUED
CANADA	961205	DCA	5/12/1994	2,187,515	1/22/2002	2,187,515	ISSUED
CHINA	961206	DCA	10/14/1996	94195084.0	12/29/2000	ZL94195084	ISSUED
GERMANY	981807	DCA	5/12/1994	n/a	8/2/1997	69 414 006	ISSUED
EUROPEAN PATENT	961207	DCA	10/16/1996	94917353.8	10/14/1998	0 755 292	ISSUED
EUROPEAN PATENT	961207	DCA	10/16/1996	94917353.8	10/14/1998	0 755 292	ISSUED
FRANCE	981806	DCA	5/12/1994	n/a	10/14/1998	0 755 292	ISSUED
U.K.	981809	DCA	5/12/1994	94917353.8	10/14/1998	0 755 292	ISSUED
ITALY	981808	DCA	5/12/1994	94917353.8	10/14/1998	0 755 292	ISSUED
JAPAN	961208	CEQ	5/12/1994	7-526307	4/7/2000	3053870	ISSUED

SOUTH KOREA	961209	CEQ	10/12/1996	1996/705731	11/22/1999	244169	ISSUED
MEXICO	940476	CEQ	4/11/1995	951753	9/7/1998	189,784	ISSUED
U.S.	930043	NEW	4/12/1994	08/226,811	2/6/1996	5,489,388	ISSUED
U.S.	960177	CON	2/5/1996	08/596,548	6/17/1997	5,639,384	ISSUED
WIPO	940419	CEQ	5/12/1994	PCT/US94/05244			PENDING

"Solid Bouyant Media Induced Flotation"

U.S.	991365	NEW	2/18/2000	09/506,781			PENDING
WIPO	010122	CEQ	2/9/2001	PCT/US01/04139			PUBLISHED

Trademarks

COUNTRY	REFERENCE #	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
"AFC"							
U.S.	920139	2/25/1992	74/249,402	2/16/1993	1,752,320	REGISTERED	9
"AMCODYNE"							
U.S.	940499	7/16/1968	852,573			REGISTERED	13
"CLARI-TRAC"							
U.S.	920140	2/25/1992	74/249,440	10/27/1992	1,727,393	REGISTERED	11
"CLARI-VAC"							
U.S.	920141	2/25/1992	74/249,473	11/10/1992	1,730,915	REGISTERED	11
"COLOR LIGHT GREY"							
U.S.	981284#					PROPOSED	
"CT2"							
U.S.	022010		11/4/2002	78/181,416		PENDING	11
"ELIMI-NITE"							
U.S.	031740	9/11/2003	78/298,912			PENDING	9
"ENGINEERED FILTER MEDIA"							
U.S.	951753	10/27/1995	75/011,402	4/28/1998	2,154,058	REGISTERED	11
"FILTER WORK"							
U.S.	030194	2/18/2003	78/216,955			PENDING	9
"FLEXI-JET"							
U.S.	001472	4/11/1960	94,850	6/20/1961	717,081	REGISTERED	13
"HERON Design"							
U.S.	031406	10/9/2001	76/322,721	4/1/2003	2,701,937	REGISTERED	11
"I.M.S."							
U.S.	920142	2/25/1992	74/249,451	11/17/1992	1,732,845	REGISTERED	11

"LEOPOLD"

BRAZIL**	980887	3/20/1997	819,745,669			PENDING	
JAPAN	002061	12/18/2000	2000-135521	5/23/2003	4675832	REGIST.	09,11,37,42
SOUTH KOREA	002062	1/11/2001	4520010000154	8/19/2002	0006096	REGIST.	09,11,37,42
U.S.	940078	2/25/1994	74/494,184	10/3/1995	1,923,386	REGIST.	09,11,37,42
U.S.	930973	N/A		1/22/1974	977,273	REGIST.	31

"SFC2000"

U.S.	030195	2/18/2003	78/216,052			PENDING	9
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"SUPERBLOCK"

U.S.	920143	2/25/1992	74/249,470	12/8/1992	1,738,200	REGISTERED	11
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"TROUGH GUARD"

U.S.	980337	7/9/1998	75/515,809	9/4/2001	2,485,594	REGISTERED	11
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"TYPE L"

U.S.	980442					PROPOSED	
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"TYPE S"

U.S.	980444	5/15/1998	75/486,171	5/15/2001	2,451,358	REGISTERED	11
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"TYPE SL"

U.S.	980771	7/9/1998	75/516,392	2/29/2000	2,323,257	REGISTERED	11
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"UNIVERSAL"

U.S.	920144	2/25/1992	74/249,452	9/13/1994	1,853,574	REGISTERED	11
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"VALVE PAC"

U.S.	920145	2/25/1992	74/249,471	11/17/1992	1,732,706	REGISTERED	9
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Copyrights

The following items represent the categories of items that are copyrights in use and exist within the Company, which are not registered with the U.S. Copyright Office

1. Technical Bulletins/Engineering Manuals
2. Equipment O&M Manuals
3. Case Studies
4. Brochures
5. Data Sheets
6. Drawings
7. Website
8. Operator Training Manuals

** contractually held, awaiting official transfer and acknowledgement by the Brazilian government of transfer to Leopold from WIGSA TRATAMENTO.