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MTO
10-16-99

06-18-1999

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Exp. Mail
Date



6-15-99

101069671
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other _____

Effective Date
Month Day Year
03161999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
03161999

Name **CECO FILTERS, INC.**

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization **DELAWARE**

continued

RECORDED
JUN 16 PM 0552
SERIALIZED
JUN 16 PM 0552

Receiving Party

Mark if additional names of receiving parties attached

Name **PNC BANK, NATIONAL ASSOCIATION**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **1600 MARKET STREET**

Address (line 2) **22nd FLOOR**

Address (line 3) **PHILADELPHIA** **PENNSYLVANIA** **19103**

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization **PENNSYLVANIA**

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/17/1999 DNGUYEN 00000203 020755 1578841 FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 175.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 001915 FRAME: 0666

INTA/TI 0697

INTA/TI 0697

31433

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name SALLY A. STEFFEN

Address (line 1) BALLARD SPAHR ANDREWS & INGERSOLL, LLP

Address (line 2) 1735 MARKET STREET, 51st FLOOR

Address (line 3) PHILADELPHIA, PA 19103

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 215-864-8222

Name SALLY A. STEFFEN

Address (line 1) BALLARD SPAHR ANDREWS & INGERSOLL, LLP

Address (line 2) 1735 MARKET STREET, 51st FLOOR

Address (line 3) PHILADELPHIA, PA 19103

Address (line 4)

continued

INTA/TL0697

Pages Enter the total number of pages of the attached conveyance document including any attachments. # 2

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<u></u>	<u></u>	<u></u>	<u>1578841</u>	<u>1723567</u>	<u>2078575</u>
<u></u>	<u></u>	<u></u>	<u>1520755</u>	<u>1792497</u>	<u>2038626</u>
<u></u>	<u></u>	<u></u>	<u>1517129</u>	<u>1758196</u>	<u></u>

Number of Properties Enter the total number of properties involved. # 8

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$ 215

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: # 02-0755

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Sally A. Steffen
Name of Person Signing

Sally A. Steffen
Signature

6/15/99
Date Signed

INTA/TL0697

214.23

EXHIBIT A

TRADEMARKS

Exhibit A to the Trademark Security Agreement dated as of March 16, 1999, by and between CECO Filters, Inc. and PNC Bank, National Association.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
1578841	N-Sert	USA	01/23/90
1520755	Sile-Pak	USA	01/17/89
1517129	X-Sert	USA	12/20/88
1723567	Clear Stack People (The)	USA	10/13/92
1792497	Twin-Pak	USA	09/14/93
1758196	N-Ested	USA	03/15/93
2078575	CECO	USA	07/15/97
2038626	"Peek Performance" (stylized)	USA	11/26/96

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is made and entered into as of the 16th day of March, 1999, between CECO FILTERS, INC., a Delaware corporation (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION (the "Secured Party").

Background

On March 16, 1999 pursuant to a Letter Agreement (the "Letter Agreement"), the Assignor, Air Purator Corporation, New Busch Co., Inc. and U.S. Facilities Management Company, Inc. (collectively, the "Borrowers") obtained extensions of credit from the Secured Party in an amount not to exceed Eight Million Four Hundred Fifty-Three Thousand Eight Hundred Twenty-Two and 40/100 Dollars (\$8,453,822.40) (collectively, the "Loans"), which Loans are evidenced by certain promissory notes or other instruments in favor of the Secured Party (collectively, as same may hereafter be modified, restated or substantially, the "Notes") and the Assignor is executing and delivering this Trademark Security Agreement as collateral security for the Loans. The Letter Agreement, the Notes and all related documents, instruments and agreements referred to therein are hereafter referred to as the "Loan Documents".

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Loan Documents, and intending to be legally bound hereby, the parties agree as follows:

1. Grant of Security Interest. Pursuant to and in confirmation of the terms and conditions of the Letter Agreement and as additional collateral security for the performance of the obligations under the terms and provisions of the Loan Documents (the "Secured Indebtedness"), the Assignor hereby grants and conveys to the Secured Party and its successors and assigns, a security interest in and to all of the Assignor's right, title and interest existing in the trademarks which are registered or for which application for registration has been made with the United States Patent and Trademark Office in the name of the Assignor, as listed on Exhibit A attached hereto (as the same may be amended pursuant hereto from time to time), and in the trademarks hereafter acquired or filed by the Assignor, including without limitation all renewals thereof, all proceeds of infringement suits to sue for past, present and future infringements and all rights corresponding thereto in the United States, together with any goodwill of the business in connection with which all such trademarks are used ("Trademarks").

2. Representations and Warranties. The Assignor represents and warrants to the Secured Party that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) The Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons), except liens, charges and encumbrances in favor of CoreStates Bank, N.A., which shall be removed upon payment in full of Assignor's obligation to CoreStates Bank, N.A. on the date hereof;

(e) The Assignor has the right to enter into this Trademark Security Agreement and perform its terms; and

(f) The Assignor will use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

3. New Trademarks. If before the Secured Indebtedness shall have been paid in full, the Assignor shall obtain rights to any new trademarks, the provisions of Section 1 shall automatically apply thereto and the Assignor shall give the Secured Party prompt written notice thereof.

4. Covenants. The Assignor covenants that until the Secured Indebtedness is fully satisfied:

(a) Further Documentation; Pledge of Instruments.

At any time and from time to time, upon the written request of the Secured Party, the Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Secured Party may reasonably deem necessary in obtaining the full benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation

statements under the Uniform Commercial Code with respect to the liens and security interests granted hereby. The Assignor also hereby authorizes the Secured Party to file any such financing or continuation statement without the signature of the Assignor to the extent permitted by applicable law. After an Event of Default (as defined in the Notes), if any amount payable under or in connection with any of the Trademarks shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Secured Party hereunder, duly endorsed in a manner satisfactory to the Secured Party.

(b) Maintenance of Trademarks. The Assignor will not do any act, or omit to do any act, whereby the Trademarks which are necessary for the operation of the Assignor's business or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify the Secured Party immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Assignor shall take appropriate action at its expense to halt the infringement of the Trademarks.

(c) Indemnification. The Assignor assumes all responsibility and liability arising from the use of the Trademarks, and the Assignor hereby indemnifies and holds the Secured Party harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Assignor's operations of its business from the use of the Trademarks.

(d) Limitation of Liens on Trademarks. The Assignor will not create, permit or suffer to exist, and will defend the Trademarks against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Trademarks.

(e) Notices. The Assignor will advise the Secured Party promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Trademarks, (ii) of any material change in the composition of the Trademarks, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Trademarks or on the security interests created hereunder.

(f) Limitation on Further Uses of Trademarks. The Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber,

grant an exclusive or non-exclusive license, or otherwise dispose of any of the Trademarks, without prior written consent of the Secured Party.

5. Remedies, Rights Upon Event of Default.

(a) Pursuant to this Trademark Security Agreement and as a condition to the Secured Party entering into the Letter Agreement, the Assignor shall execute and deliver to the Secured Party a written Assignment of Trademarks (attached hereto as Exhibit B) (the "Assignment"). The Secured Party shall hold the Assignment in escrow until (i) such time as an Event of Default occurs and the Secured Party has elected to exercise its remedies hereunder and under the other Loan Documents or (ii) until the Assignor requests delivery of the Assignment pursuant to Section 6 hereof. Upon the occurrence of any such Event of Default and the exercise by the Secured Party of its remedies in respect thereof, the Secured Party shall be entitled, without prior notice to the Assignor, to file the Assignment with the United States Patent and Trademark Office and shall have the right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Secured Party may, at any time or from time to time, deem necessary to sell, transfer and assign the Trademarks. If the Secured Party shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign and transfer the Trademarks and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Secured Party either in the Assignor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Agreements.

(b) If an Event of Default shall occur and be continuing, all payments received by the Assignor under or in connection with any of the Trademarks shall be held by the Assignor in trust for the Secured Party, shall be segregated from other funds of the Assignor and shall forthwith upon receipt by the Assignor, be turned over to the Secured Party, in the same form as received by the Assignor (duly indorsed by the Assignor to the Secured Party, if required), and any and all such payments so received by the Secured Party (whether from the Assignor or otherwise) shall be applied in whole or in part by the Secured Party against all or any part of the Secured Indebtedness in such order as the Secured Party shall elect. Any balance of such payments held by the Secured Party and remaining

after payment in full of all the Secured Indebtedness shall be paid over to the Assignor or to whomsoever may be lawfully entitled to receive the same.

(c) If any Event of Default shall occur and be continuing, the Secured Party may exercise in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Indebtedness, all rights and remedies of a secured party under the Uniform Commercial Code. The Assignor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Trademarks are insufficient to pay all amounts to which the Secured Party is entitled. The Assignor shall also be liable for the reasonable fees of any attorneys employed by the Secured Party to collect any such deficiency and also as to any reasonable attorneys' fees incurred by the Secured Party with respect to the collection of any of the Secured Indebtedness and the enforcement of any of the Secured Party's respective rights hereunder.

6. Termination. Upon payment and satisfaction in full of the Secured Indebtedness, the Secured Party shall, at the Assignor's expense, release the security interest in the Trademarks granted hereunder and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including (a) cancellation of this Agreement by written notice (in substantially the form of Exhibit C attached hereto), executed on behalf of the Secured Party, to the United States Patent and Trademark Office and (b) delivery of the Assignment to the Assignor.

7. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Secured Party may designate in writing by notices similarly sent.

8. Governing Law and Severability. This Agreement and the Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Agreement or the Assignment.

9. Successors and Assigns. The terms, covenants and conditions contained herein shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed in favor of the Secured Party by its duly authorized officer as of the 16th day of March, 1999.

CECO FILTERS, INC.

By: Steven I. Taub
Steven I. Taub
President

Address for Notices:
1029 Conshohocken Road
Conshohocken, PA 19928
Telecopier No. 610-825-3108
Telephone No. 610-825-8585

PNC BANK, NATIONAL ASSOCIATION

By: John G. Siegrist
John G. Siegrist
Vice President

Address for Notices:
1600 Market Street
22nd Floor
Philadelphia, PA 19103
Telecopier No. 215-585-4143
Telephone No. 215-585-5355

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On the 16th day of March, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared Steven I. Taub, who acknowledged himself to be the President of CECO FILTERS, INC., a Delaware corporation, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.



Notary Public

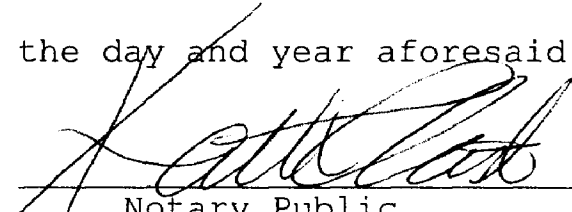
My Commission Expires:

William A. Gindoff, Commissioner of Deeds
for Commonwealth of PA from out of State
Camden County, NJ
My Commission Expires Nov. 30, 2003

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF PHILADELPHIA :

On the 16th day of March, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared John G. Siegrist, who acknowledged himself to be a Vice President of PNC Bank, National Association, a national banking association, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of PNC Bank, National Association by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.



Notary Public

My Commission Expires:

KATHLEEN A. CASTRO, Commissioner of Deeds
For Commonwealth of PA from out of State
Carson County, NJ
My Commission Expires Nov. 30, 2003

EXHIBIT B

TRADEMARK ASSIGNMENT

This Assignment of Trademarks ("Assignment") is made this 16th day of March, 1999 by CECO FILTERS, INC., a Delaware corporation (the "Assignor"), to PNC BANK, NATIONAL ASSOCIATION, a national banking association, (the "Secured Party"), pursuant to the Trademark Security Agreement dated as of March 16, 1999 by and between the Assignor and the Secured Party (the "Trademark Security Agreement").

Background

Section 5(a) of the Trademark Security Agreement provides that the Assignor shall execute a written assignment of the Trademarks listed on Exhibit A thereto (attached hereto as Exhibit 1A) and deliver such assignment to the Secured Party to be held in escrow until such time as (a) an Event of Default (as defined in the Notes by and between the Assignor and the Secured Party) shall occur and the Secured Party has elected to exercise its remedies in respect thereof, or (b) the Assignor requests delivery of the assignment pursuant to Section 6 of the Trademark Security Agreement.

1. Assignment. The Assignor hereby assigns to Secured Party and its successors and assigns, the Trademarks referred to in Exhibit 1A together with any goodwill of the business in connection with which such Trademarks are used, and registrations and applications therefor (collectively, the "Assigned Material").

2. Amendment. The provisions of this Assignment shall be read cumulatively with the provisions of Sections 2, 3, 4, 5, 7, 8 and 9 of the Trademark Security Agreement. This Assignment amends the Trademark Security Agreement by deleting Sections 1 and 6 of the Trademark Security Agreement which Sections 1 and 6 shall be of no further force or effect in respect of the Assigned Material.

3. No Other Assignment. The Assignor warrants and represents that it has made no other assignment or disposition of the Assigned Material other than in favor of the Secured Party.

4. Right to File. Upon the occurrence of an Event of Default and the election by the Secured Party to exercise its remedies in respect thereof, the Secured Party shall be entitled, without prior notice to the Assignor, to file this Assignment with the United States Patent and Trademark Office and shall have the

right, at any time (but shall have no obligation) to take, in its name or in the name of the Assignor or otherwise, such actions as the Secured Party may, at any time or from time to time, deem necessary to sell, transfer and assign the Assigned Material.

5. Reliance. If the Secured Party shall elect to exercise its rights hereunder and under the Assignment, the United States Patent and Trademark Office shall have the right to rely upon the Secured Party's written statement of the Secured Party's right to sell, assign and transfer the Assigned Material and the Assignor hereby irrevocably authorizes the United States Patent and Trademark Office to recognize such sale by the Secured Party either in the Assignor's name or in the Secured Party's name without the necessity or obligation of the United States Patent and Trademark Office to ascertain the existence of any default by the Assignor under the Agreements.

6. Notices. Notices that may or are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses designated below, or such other address as the Assignor and the Secured Party may designate in writing by notices similarly sent.

7. No Further Assignments. The Assignor shall not further assign, transfer or convey its interests in the Assigned Material without the prior written consent of the Secured Party.

8. Governing Law and Severability. This Assignment shall be construed according to the laws of the Commonwealth of Pennsylvania and if any of its provisions are judicially determined to be in conflict with any law of the Commonwealth of Pennsylvania or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this Assignment.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be signed by its officer thereunto duly authorized, and its corporate seal to be hereto affixed and attested by its said officer this 16th day of March, 1999.

CECO FILTERS, INC.

By: _____
Steven I. Taub, President

Address for Notices:
1029 Conshohocken Road
Conshohocken, PA 19428
Telecopier No. 610-825-3108
Telephone No. 610-825-8585

EXHIBIT 1A

TRADEMARKS

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
1578841	N-Sert	USA	01/23/90
1520755	Sile-Pak	USA	01/17/89
1517129	X-Sert	USA	12/20/88
1723567	Clear Stack People (The)	USA	10/13/92
1792497	Twin-Pak	USA	09/14/93
1758196	N-Ested	USA	03/15/93
2078575	CECO	USA	07/15/97
2038626	"Peek Performance" (stylized)	USA	11/26/96

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the 16th day of March, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth of Pennsylvania and County aforesaid, personally appeared Steven I. Taub, who acknowledged himself to be the President of CECO FILTERS, INC., a Delaware corporation, and that he, being authorized to do so, executed the foregoing Assignment for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

EXHIBIT C

TRADEMARK ASSIGNMENT TERMINATION AGREEMENT

WHEREAS CECO FILTERS, INC., a Delaware corporation (the "Assignor"), and PNC BANK, NATIONAL ASSOCIATION (the "Secured Party") entered into a certain Trademark Security Agreement dated as of March 16th, 1999 (the "Trademark Security Agreement") that by its terms granted the Secured Party a security interest in certain registered trademarks and then pending trademark applications listed in Exhibit A (the "Trademarks"), as any of the same may from time to time be amended or supplemented, to the Trademark Security Agreement;

WHEREAS, Section 6 of the Trademark Security Agreement provides that the Secured Party shall take such actions as are necessary to reassign the Trademarks to the Assignor, including the cancellation of the Trademark Security Agreement upon the Assignor's payment and satisfaction in full of the indebtedness and obligations incurred under the Notes and the Loan Documents, all dated as of March 16, 1999 by and between the Assignor and the Secured Party; and

WHEREAS, the Assignor has or has caused to be paid and satisfied in full the obligations for which the security interest in the Trademarks was granted.

NOW THEREFORE the parties hereto agree that the Secured Party hereby reassigns the Assignor the interest in the Trademarks in which the Secured Party was granted a security interest under the Trademark Security Agreement and authorizes the Assignor to seek the cancellation of the Trademark Security Agreement from the register of the U.S. Patent and Trademark Office where it was filed on _____, _____ receiving document no. _____.

IN WITNESS WHEREOF the parties hereto by the signature below of their duly authorized representatives agree to be bound by the provisions of this Trademark Assignment Termination Agreement as of this ___ day of _____, _____.

CECO FILTERS, INC.

By: _____
Name: _____
Title: _____

PNC BANK, NATIONAL ASSOCIATION

By: _____
Name:
Title:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the ____ day of _____, _____, before me, the
subscriber, a Notary Public in and for the Commonwealth and County
aforesaid, personally appeared _____, who
acknowledged himself to be the _____ of CECO FILTERS,
INC., a Delaware corporation, and that he, being authorized to do so,
executed the foregoing Agreement for the purposes therein contained
by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF PHILADELPHIA :

On the ___ day of _____, 1999, before me, the subscriber, a Notary Public in and for the Commonwealth and County aforesaid, personally appeared _____, who acknowledged himself to be the _____ of PNC Bank, National Association, and that he, being authorized to do so, executed the foregoing Agreement for the purposes therein contained by signing the name of the PNC Bank, National Association by himself as such officer.

WITNESS my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

CERTIFICATE OF EXPRESS MAILING-37 C.F.R. § 1.10

Express Mail mailing label number: EL 022 376 853 US

Date of Deposit: June 15, 1999

I hereby certify that the foregoing Request for Recordation, with Trademark Security Agreement executed March 16, 1999, for the marks listed on the attached U.S. Patent and Trademark Recordation Cover Sheet, is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR § 1.10 on the date indicated above and is addressed to the U.S. Patent and Trademark Office, Office of Public Records, Attn: Customer Service Counter, 1213 Jefferson Davis Highway, 3rd Floor, Arlington, VA 22202.

SALLY A. STEFFEN

Typed or printed name of person
mailing paper

Sally A. Steffen

Signature of person mailing paper

LAW OFFICES

BALLARD SPAHR ANDREWS & INGERSOLL, LLP

1735 MARKET STREET, 51ST FLOOR
PHILADELPHIA, PENNSYLVANIA 19103-7599
215-665-8500
FAX: 215-864-8999
LAWYERS@BALLARDSPAHR.COM

BALTIMORE, MD
CAMDEN, NJ
DENVER, CO
MALVERN, PA
SALT LAKE CITY, UT
WASHINGTON, DC

SALLY A. STEFFEN
DIRECT DIAL: 215-864-8222
STEFFEN@BALLARDSPAHR.COM

June 15, 1999

U.S. EXPRESS MAIL
NO. EL 022 376 853 US

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Service Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Recordation of Trademark Security Agreement Granting a Security Interest in Marks N-SERT®; SITE-PAK®; X-SERT®; THE CLEAR STACK PEOPLE®; TWIN-PAK®; N-ESTED®; CECO®; and PEEK PERFORMANCE® (Stylized) From CECO Filters, Inc. to PNC Bank, National Association

RECEIVED
1999 JUN 16 10:28:52
ASSIGNMENT

Dear Sir or Madam:

On behalf of PNC Bank, National Association, I enclose for recordation a duly authorized Trademark Security Agreement granting a security interest in the marks set forth below from CECO Filters, Inc. (Assignor), to PNC Bank, National Association (Assignee), along with the USPTO's Recordation Cover Sheet:

N-SERT	Reg. No.	1,578,841
SITE-PAK	Reg. No.	1,520,755
X-SERT	Reg. No.	1,517,129
THE CLEAR STACK PEOPLE	Reg. No.	1,723,567
TWIN-PAK	Reg. No.	1,792,497
N-ESTED	Reg. No.	1,758,196
CECO	Reg. No.	2,078,575
PEEK PERFORMANCE (Stylized)	Reg. No.	2,038,626

Please charge our deposit account #02-0755 for the recordation fee of \$215, for the recording of the security interest in eight marks in one document.

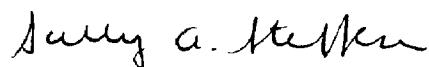
June 15, 1999

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I would appreciate it if you would date-stamp the enclosed copy of this letter and return it to me in the enclosed self-addressed, stamped envelope.

Should you have any questions concerning this correspondence, I can be reached directly at (215) 864-8222. Thank you for your attention to this matter.

Very truly yours,



Sally A. Steffen

SAS/ka
Enclosures