

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT FOR SECURITY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Tabor Machine Company		12/27/2006	CORPORATION: WEST VIRGINIA
Vanco International, Inc.		12/27/2006	CORPORATION: GEORGIA
Elgin National Industries, Inc.		12/27/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Wells Fargo Foothill, Inc. (f/k/a Foothill Capital Corporation), as agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION:

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	1197715	RS
Registration Number:	1220577	TM
Registration Number:	1957070	V VANCO
Registration Number:	2861077	BLUE JET
Registration Number:	2820326	COLOR MATE
Registration Number:	1934137	NFT
Serial Number:	78582261	VANCO ADVANCING..CONNECTIVITY

**CORRESPONDENCE DATA**

Fax Number: (212)593-5955  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-756-2388

**900066893**

**TRADEMARK  
 REEL: 003461 FRAME: 0193**

**CH \$190.00 1197715**

Email: daniel.angel@srz.com  
Correspondent Name: Daniel Angel, Esq.  
Address Line 1: 919 Third Avenue  
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983.0079
NAME OF SUBMITTER:	Daniel Angel, Esq. (025983.0079)
Signature:	/kc for da/
Date:	01/16/2007

**Total Attachments: 10**

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**ELGIN/WFF  
#025983-0079**

ASSIGNMENT FOR SECURITY (TRADEMARKS)

ATTACHED FOR FILING

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Elgin National Industries, Inc., a Delaware corporation (the "Parent"), and each of Parent's Subsidiaries identified on the signature pages hereof (such Subsidiaries, together with Parent, are referred to hereinafter each individually as an "Assignor" and collectively as the "Assignors"), have adopted, used and are using, and hold all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignors have entered into a Trademark Security Agreement, dated as of February 10, 2003 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of WELLS FARGO FOOTHILL, INC. (f/k/a FOOTHILL CAPITAL CORPORATION), as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee, and granted to the Assignee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Assignors in, to and under the Trademarks, together with, among other things, the good-will 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 all Obligations (as defined in the Loan and Security Agreement, dated as of February 10, 2003, among the Assignors as borrowers, the lenders time to time party thereto, and the Assignee as agent (as amended, restated or otherwise modified from time to time, the "Loan Agreement") other than the Credit Facility Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignors do hereby grant, assign, transfer and convey unto the Assignee for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of all Obligations other than the Credit Facility Obligations.

The Assignors do hereby further acknowledge and affirm that the rights and remedies of the Assignee 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.

IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 27 2006.

**ASSIGNORS:**

**BEST METAL FINISHING, INC.**

a Delaware corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Vice President

**CABELL CONSTRUCTION COMPANY**

a Delaware corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Senior Vice President

**CENTRIFUGAL SERVICES, INC.**

an Illinois corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Senior Vice President

**CLINCH RIVER CORPORATION**

a Virginia corporation

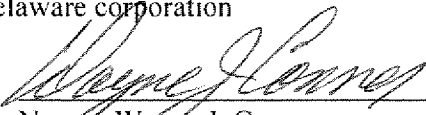
By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Senior Vice President

**ELGIN INTERNATIONAL, LTD.**

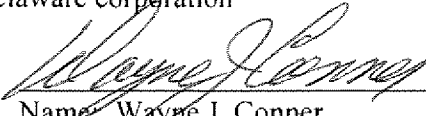
a Delaware corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Vice President

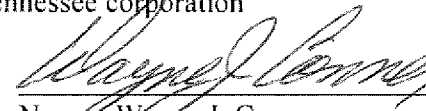
**ELGIN NATIONAL INDUSTRIES, INC.**  
a Delaware corporation

By:   
Name: Wayne J. Conner  
Title: Vice President

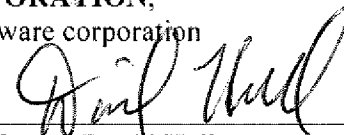
**ELGIN REAL ESTATE HOLDINGS, LTD.**  
a Delaware corporation

By:   
Name: Wayne J. Conner  
Title: Vice President

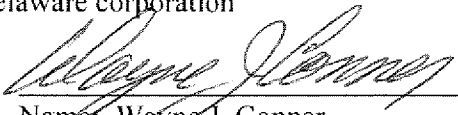
**LELAND-POWELL FASTENERS, INC.**  
a Tennessee corporation

By:   
Name: Wayne J. Conner  
Title: Senior Vice President

**MINERAL & INDUSTRIAL PRODUCTS  
CORPORATION,**  
a Delaware corporation

By:   
Name: David Hall  
Title: Vice President

**MINING CONTROLS, INC.**  
a Delaware corporation

By:   
Name: Wayne J. Conner  
Title: Senior Vice President

**NORRIS SCREEN AND MANUFACTURING,  
INC.**

a West Virginia corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Senior Vice President

**ROBERTS & SCHAEFER COMPANY**

a Delaware corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Senior Vice President

**ROBERTS & SCHAEFER INTERNATIONAL,  
LTD.**

a Delaware corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Senior Vice President

**SOROS ASSOCIATES, INC.**

a Delaware corporation

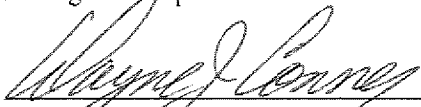
By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Senior Vice President

**SOROS INTERNATIONAL, LTD.**

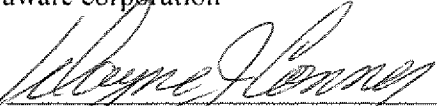
a Delaware corporation

By: Wayne J. Conner  
Name: Wayne J. Conner  
Title: Vice President

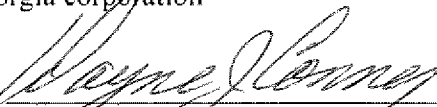
**TABOR MACHINE COMPANY**  
a West Virginia corporation

By:   
Name: Wayne J. Conner  
Title: Senior Vice President

**TRANSERVICE, INC.**  
a Delaware corporation

By:   
Name: Wayne J. Conner  
Title: Senior Vice President

**VANCO INTERNATIONAL, INC.**  
a Georgia corporation

By:   
Name: Wayne J. Conner  
Title: Vice President

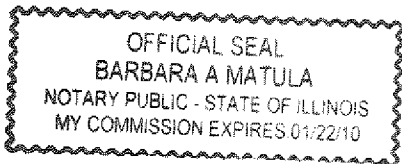


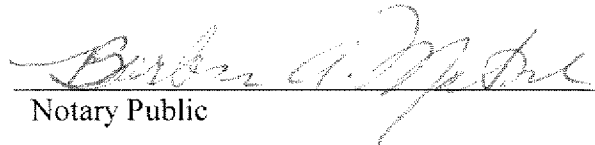
STATE OF ILLINOIS

SS:

COUNTY OF COOK

On this 27<sup>th</sup> day of December 2006, before me personally came Wayne J. Conner, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President or Senior Vice President of each of the entities identified on the foregoing signature pages and that he executed the foregoing instrument in the firm name of each of such entities and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of each said firm for the uses and purposes therein mentioned.



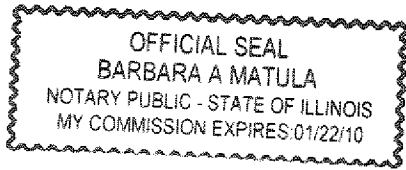
  
Notary Public

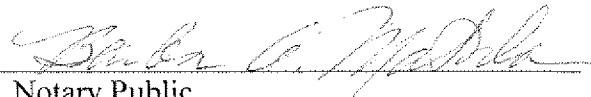
STATE OF ILLINOIS

SS:

COUNTY OF COOK

On this 27<sup>th</sup> day of December 2006, before me personally came David Hall, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of Mineral & Industrial Products Corporation as identified on the foregoing signature page and that he executed the foregoing instrument in the firm name of such entity and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



  
Notary Public



SCHEDULE A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS)

1,197,715	RS Device	The Company
1,220,577	TM and design	Tabor Machine Company
1,957,070	The Vanco mark and design	Vanco International, Inc.
2,861,077	BLUE JET	Vanco International, Inc.
2,820,326	COLORMATE	Vanco International, Inc.
1,934,137	NTH	Vanco International, Inc.
78/582,261	VANCO ADVANCING...CONNECTIVITY	Vanco International, Inc.

13350302 93108496