# 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
Alden Industries, Inc.		06/09/2008	CORPORATION: DELAWARE
PVI Industries, LLC		106/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
Riverside Hydronics, LLC		106/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
CSXT Sales, LLC		106/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
Webster Engineering & Manufacturing Co.		106/09/2008	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

Name:	First American Bank
Street Address:	1650 Louis Avenue
City:	Elk Grove Village
State/Country:	ILLINOIS
Postal Code:	60601-1818
Entity Type:	Banking corporation: ILLINOIS

## PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	1027854	PVI
Registration Number:	1027855	A WORLD OF HOT WATER
Registration Number:	1033757	A WORLD OF HOT WATER PVI
Registration Number:	1039189	GLASHIELD
Registration Number:	1039188	NICKELSHIELD
Registration Number:	1098698	HI-VET
Registration Number:	1224119	COPPERGLAS
Registration Number:	1273428	FIREPOWER

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Registration Number:	1370002	TURBOPOWER
Registration Number:	1290884	THERMOPOWER
Registration Number:	1441985	COPPERSHIELD
Registration Number:	1564319	SUPERTANK
Registration Number:	1652715	AVA DUTY HONOR PRIDE
Registration Number:	1641178	DURAWATT
Registration Number:	1641177	FLEXCOIL
Registration Number:	1797704	VENTURA
Registration Number:	2055966	QUICKDRAW
Registration Number:	2018305	SCALEGUARD
Registration Number:	2087355	POWER VT
Registration Number:	2718006	SANISTEEL
Registration Number:	3079019	PLATINUM
Registration Number:	2880128	PRIMERA
Registration Number:	3074929	TEMPTRAC
Registration Number:	3184588	EMBLEM
Registration Number:	2205467	SPIT FIRE
Registration Number:	2925629	RIVERSIDE HYDRONICS
Serial Number:	78533453	MONARCH

### **CORRESPONDENCE DATA**

Fax Number: (312)698-4556

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3126412096

Email: ehochstatter@mcguirewoods.com

Correspondent Name: Clayton Stallbaumer, McGuireWoods LLP

Address Line 1: 77 W. Wacker Drive

Address Line 2: Suite 4100

Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER:	2035541-0024
NAME OF SUBMITTER:	Clayton Stallbaumer
Signature:	/Clayton Stallbaumer/
Date:	06/20/2008

**Total Attachments: 13** 

source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page1.tif source=Active\_6342772\_1\_Alden Industries - Executed Patent and Trademark Security Agreement#page2.tif TRADEMARK

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# PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 9, 2008, by ALDEN INDUSTRIES, INC., a Delaware corporation ("Alden"); PVI INDUSTRIES, LLC, a Delaware limited liability company and a Subsidiary of Alden ("PVI"); RIVERSIDE HYDRONICS, LLC, a Delaware limited liability company and a Subsidiary of Alden ("Riverside"); PVI CSXT SALES, LLC, a Delaware limited liability company and a Subsidiary of Alden ("CSXT"); and WEBSTER ENGINEERING & MANUFACTURING CO., LLC, a Delaware limited liability company and a Subsidiary of Alden ("Webster" and, together with Alden, PVI, Riverside, and CSXT, the "Grantors" and each a "Grantor"), in favor of FIRST AMERICAN BANK, an Illinois banking corporation ("Bank").

#### RECITALS:

- A. The Grantors and Bank have entered into that certain Loan and Security Agreement dated of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Bank may extend loans and other financial accommodations to the Grantors.
- B. Pursuant to the terms of the Loan Agreement, each of the Grantors has granted to Bank a security interest in substantially all the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, each of the Grantors does hereby grant to Bank a continuing security interest in all of such Grantor's right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of such Grantor, including, without limitation, each trademark and trademark application of such Grantor referred to in *Schedule I* attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of such Grantor, including, without limitation, each trademark license of such Grantor listed on *Schedule I* attached hereto, together with all goodwill associated therewith:
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in **Schedule I** attached hereto, any trademark issued pursuant to a trademark application referred to in **Schedule I** attached hereto and any trademark licensed under any trademark license listed on **Schedule I** attached hereto (items (1) through (3) being herein collectively referred to as the "**Trademark Collateral**");
- (4) each patent and patent application of such Grantor, including, without limitation, each patent and patent application of such Grantor referred to in *Schedule II* attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

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- (5) each patent license of such Grantor, including, without limitation, each patent license of such Grantor listed on *Schedule II* attached hereto, together with all goodwill associated therewith;
- all products and proceeds of the foregoing, including, without limitation, any claim by such Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule II* attached hereto, any patent issued pursuant to a patent application referred to in *Schedule II* attached hereto and any patent licensed under any patent license listed on *Schedule II* attached hereto (items (4) through (6) being herein collectively referred to as the "*Patent Collateral*").

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Loan Agreement and subject to limitations set forth therein. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

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Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ALDEN INDUSTRIES, INC.,
a Delaware corporation
By:
Name
Title
THE PRESIDENT
PVI INDUSTRIES, LLC,
a Delaware limited liability company
a solution infinity company
By:
Name: Wary S. Agama
Title: PRESIDENT
RIVERSIDE HYDRONICS, LLC,
a Delaware limited liability company
1111
By:
Name: Claric S. Aparis
Title: Passiosis
PVI CSXT SALES, LLC,
a Delaware limited liability company
Ву:
Name: CARIGS. HOARS
Title: Passipent
WEDCTED ENCINEEDING A MANUEL CONTRACTOR
WEBSTER ENGINEERING & MANUFACTURING
CO., LLC, a Delaware limited liability company
By:
Name
Title
THE MANAGER/ASSISTANT DECEMAN
-
•

By:

Acknowledged:

FIRST AMERICAN BANK, an Illinois banking corporation

Title:

Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ALDEN INDUSTRIES, INC.,

	a Delaware corporation
	Ву:
•	Name:
	Ttu.
	Title:
	PVI INDUSTRIES, LLC,
	a Delaware limited liability company
	Ву:
	Name:
	TOTAL STATE OF THE
	Little:
	RIVERSIDE HYDRONICS, LLC,
	a Delaware limited liability company
	Ву:
	Tial
	Title;
	PVI CSXT SALES, LLC,
	a Delegrate limited liebility
	a Delaware limited liability company
	Ву:
	Name
	Title.
	True:
·	WEDSTED ENGINEEDING & MARKET COMMINIO
	WEBSTER ENGINEERING & MANUFACTURING
	CO., LLC, a Delaware limited liability company
	Ву:
-	None
•	Name:
	Title:
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Acknowledged:	
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FIRST AMERICAN BANK,	·
an Illinois banking corporation	
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By: Martan RWM	
Name: 1 JaThan 12 Webb	<del></del>
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STATE OF TEXAS	)
COUNTY OF Taccount	) s:

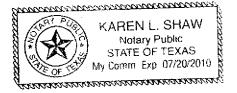
On this day of June 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Alden Industries, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



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STATE OF TEXAS	)
COUNTY OF Jarrant	) ss )

On this day of June 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of PVI Industries, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Notary Public

STATE OF Texas	)
COUNTY OF Tarrant	) ss )

On this 44 day of June 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Riverside Hydronics, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

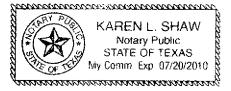
Notary Public

KAREN L. SHAW
Notary Public
STATE OF TEXAS
My Comm Exp 07/20/2010

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STATE OF Texas	)
COUNTY OF Tarrant	) ss )

On this \_\_\_\_\_\_ day of \_\_\_\_\_\_ 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of PVI CSXT Sales, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



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STATE OF Texas	)
COUNTY OF Jarrant	) ss )

On this day of June 2008, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Webster Engineering & Manufacturing Co., LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

KAREN L. SHAW
Notary Public
STATE OF TEXAS
My Column Exp. 07/20/2010

Notary Public

SCHEDULE I

Trademarks, Trademark Applications, and Trademark Licenses

a Dark of Registration	12 December 1975	12 December 1975	17 January 1976	11 May 1976	11 May 1976	08 August 1978	18 January 1983	10 April 1984	12 November 1985	21 August 1984	08 June 1987	09 November 1989	30 April 1991	16 April 1991	16 April 1991	12 October 1993	22 April 1997	19 November 1996	12 August 1997	20 May 2003	11 April 2006	31 August 2004	28 March 2006
Date of Application														, and the state of									100
Trademark Registration Number	1,027,854	1,027,855	1,033,757	1,039,189	1,039,188	1,098,698	1,224,119	1,273,428	1,370,002	1,290,884	1,441,985	1,564,319	1,642,715	1,641,178	1,641,177	1,797,704	2,055,966	2,018,305	2,087,355	2,718,006	3,079,019	2,880,128	3,074,929
Trademark Application Number			-											***************************************									
Trademark Number																							
Gramor	PVI										-		·									Riverside	

Schedule I – 1

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Date of Registration

Date of Application

Trademark Registration Number 3,184,588

Trademark Application Number

Trademark Number

Grantor

Riverside

Webster Alden

78533453

12 December 2006

16 December 2004

2,205,467

SCHEDULE II

Patents, Patent Applications, and Patent Licenses

Date of Patent																							
Date Parent Ssued	06 April 1976	27 May 1980	10 March 1981	14 August 1984	03 July 1990	26 June 1990	08 October 1985	26 September 1989	06 November 1990	01 January 1991	22 June 1993	07 March 1995	16 September 1997	07 May 1996	01 August 1995	28 March 1995	02 January 1996	03 February 1998	16 September 1997	07 July 1998	04 April 2000	11 May 2004	30 June 1998
Patent Application Number											the second secon												
Patent Number	3,947,950	4,204,573	4,254,826	4,465,024	4,938,204	4,936,260	4,545,329	4,869,208	4,968,066	4,981,112	5,220,887	5,395,230	5,666,944	5,515,269	5,437,249	5,400,962	5,479,913	5,713,515	5,666,943	5,775,268	6,044,803	5,776,268	5,772,422
Grantor	PVI	·J.			,		1												1				

Schedule II -- 1

Date of Patent Application			05 December 2006	30 December 2005	26 December 2007		
Date Patent Issued	23 April 1996	09 October 2007		27 November 2007		02 November 2004	27 September 2005
Patent Application Number				11/323,436			
Patent Number	5,509,877	7,278,379	D533,263	7,299,769		6,810,836	6,948,455
Grantor	PVI	·				Riverside	

**RECORDED: 06/20/2008** 

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