

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Riverside Hydronics, LLC		06/09/2008	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merit Mezzanine Fund IV, L.P.		
<b>Street Address:</b>	303 West Madison Street		
<b>Internal Address:</b>	Suite 2100		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3074929	TEMPTRAC	
Registration Number:	3184588	EMBLEM	
Registration Number:	2880128	PRIMERA	
Serial Number:	78533453	MONARCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)698-4556		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	3126412096		
<b>Email:</b>	ehochstatter@mcguirewoods.com		
<b>Correspondent Name:</b>	Clayton Stallbaumer, McGuireWoods LLP		
<b>Address Line 1:</b>	77 W. Wacker Drive		
<b>Address Line 2:</b>	Suite 4100		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601-1818		
<b>ATTORNEY DOCKET NUMBER:</b>	2035541-0024		

OP \$115.00 3074929

NAME OF SUBMITTER:	Clayton Stallbaumer
Signature:	/CJS/
Date:	06/27/2008
Total Attachments: 5 source=Rivside-TM NofSI#page1.tif source=Rivside-TM NofSI#page2.tif source=Rivside-TM NofSI#page3.tif source=Rivside-TM NofSI#page4.tif source=Rivside-TM NofSI#page5.tif	

## NOTICE OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF SECURITY INTEREST IN TRADEMARKS is made the 9th day of June 2008, by and between MERIT MEZZANINE FUND IV, L.P., a Delaware limited partnership ("Merit"), in its capacity as collateral agent (in such capacity, the "Collateral Agent") for the Lenders (as defined below), and RIVERSIDE HYDRONICS, LLC, a Delaware limited liability company and wholly-owned subsidiary of Alden (as defined below) ("Riverside").

Riverside and the Collateral Agent acknowledge the following:

A. Pursuant to a Senior Subordinated Loan and Investment Agreement made and entered into as of the date hereof, (such agreement, as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms not otherwise defined herein have the meaning assigned to such term in the Loan Agreement) by and among Alden Industries, Inc., a Delaware corporation ("Alden"), PVI Industries, LLC, a Delaware limited liability company and wholly-owned subsidiary of Alden ("PVI"), Riverside, CSXT Sales, LLC, a Delaware limited liability company and wholly-owned subsidiary of Alden ("CSXT"), Webster Engineering & Manufacturing Co., LLC, a Delaware limited liability company and wholly-owned subsidiary of Alden ("Webster" and, together with Alden, PVI, Riverside and CSXT, collectively, the "Borrowers" and individually, a "Borrower"), Merit, Merit Mezzanine Parallel Fund IV, L.P., a Delaware limited partnership ("Parallel"), and Thomas G. McCoy, an individual resident of Texas ("Mr. McCoy" and, together with Merit and Parallel, individually, a "Lender" and collectively, as the "Lenders"), the Borrowers have agreed to issue and sell, and the Lenders have agreed to buy, the Notes evidencing the Loans made by the Lenders to the Borrowers, and Alden has agreed to issue and sell, and Merit and Parallel have agreed to buy, the Warrants, on the terms and subject to the conditions set forth in the Loan Agreement.

B. Riverside, the other Borrowers and the Collateral Agent have executed a Subordinated Security and Pledge Agreement dated as of the date hereof (the "Security Agreement").

C. Riverside owns the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks have been granted by, or applications therefor are pending before, the United States Patent and Trademark Office.

D. Riverside has granted to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in the Trademarks on the terms and conditions set forth in the Security Agreement.

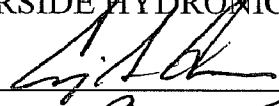
E. Pursuant to the Security Agreement, Riverside has granted to the Collateral Agent, for the benefit of the Collateral Agent and the Lenders, a security interest in and to all of the Trademarks and applications therefor, now owned or from time to time after the date hereof owned or acquired by Riverside, and in and to all proceeds and benefits thereof.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Notice of Security Interest in Trademarks as of the date first written above.

RIVERSIDE HYDRONICS, LLC

Address:  
3209 Galvez Avenue  
Fort Worth, TX 76111

BY   
Name: CRAIG S. ADAMS  
Title: PRESIDENT

MERIT MEZZANINE FUND IV, L.P.

BY MERIT CAPITAL PARTNERS  
IV, L.P., its General Partner

BY MERIT CAPITAL PARTNERS  
IV, L.L.C., its General Partner

Address:  
303 West Madison Street, Suite 2100  
Chicago, IL 60606

BY \_\_\_\_\_  
Name: Timothy J. MacKenzie  
Title: Managing Director

IN WITNESS WHEREOF, the parties have executed this Notice of Security Interest in Trademarks as of the date first written above.

RIVERSIDE HYDRONICS, LLC

Address:  
3209 Galvez Avenue  
Fort Worth, TX 76111

BY \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MERIT MEZZANINE FUND IV, L.P.

BY MERIT CAPITAL PARTNERS  
IV, L.P., its General Partner

BY MERIT CAPITAL PARTNERS  
IV, L.L.C., its General Partner

Address:  
303 West Madison Street, Suite 2100  
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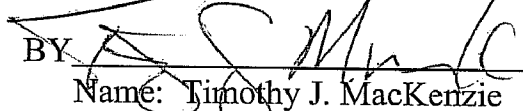
BY  \_\_\_\_\_  
Name: Timothy J. MacKenzie  
Title: Managing Director

EXHIBIT A  
U.S. TRADEMARKS

Trademarks	Registration Number	Date Issued
TEMPTRAC-U.S.	3,074,929	03/28/06
TEMPTRAC-Can.	TMA680,152	01/23/07
EMBLEM	3,184,588	12/12/06
MONARCH		
PRIMERA	2,880,128	08/31/04