

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
Seagrave Fire Apparatus, LLC		06/12/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1553582	AERIALSCOPE
Serial Number:	77588434	APOLLO
Registration Number:	3365844	ATTACKER
Registration Number:	2385216	
Serial Number:	77102637	FORCE
Registration Number:	0107444	FWD
Registration Number:	0698490	FWD
Serial Number:	85469657	INTELEX
Registration Number:	3576780	MARAUDER
Registration Number:	3576779	MEANSTICK
Registration Number:	3547314	OPTIMUM
Serial Number:	85178958	RESQUBE
Registration Number:	2013650	SEAGRAVE

CH \$440.00 1553582

Registration Number:	1015711	SEAGRAVE
Serial Number:	77703217	SENTINEL
Registration Number:	3755612	SPECIALIST
Registration Number:	3534665	TRITON

CORRESPONDENCE DATA

Fax Number: 2155572049
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (215) 988-6991
Email: tarbox@blankrome.com
Correspondent Name: Olivia H. Tarbox, Paralegal
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square - 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-01883
NAME OF SUBMITTER:	Olivia H. Tarbox
Signature:	/Olivia H. Tarbox/
Date:	06/13/2012

Total Attachments: 11
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (Trademarks and Patents) (this "Agreement") made as of this 12th day of June, 2012 by SEAGRAVE FIRE APPARATUS, LLC, a Delaware limited liability company (the "Grantor") in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent"), for the financial institutions (collectively, the "Lenders") which are now or which hereafter become a party to the Loan Agreement (as defined below):

W I T N E S S E T H

WHEREAS, Grantor, as borrower (sometimes referred to herein as the "Borrower"), Lenders and Agent are parties to that certain Revolving Credit and Security Agreement of even date herewith (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrower by Lenders;

WHEREAS, Borrower has granted to Agent, for the benefit of Lenders, a security interest in substantially all of personal property assets of Borrower, subject to certain exceptions, including all right, title and interest of Borrower in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Borrower's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Loan Agreement and the Other Documents;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All rights and remedies herein granted to Agent and Lenders shall be in addition to any rights and remedies granted under the Loan Agreement, the Other Documents, under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, and at law or equity generally, including, without limitation, the right to foreclose the security interests granted herein or therein and to realize upon any Collateral (including, without limitation, the Trademarks and Patents (each as defined below)) by any available judicial procedure and/or to take possession of and sell any or all of the Collateral (including, without limitation, the Trademarks and Patents) with or without judicial process upon the occurrence of an Event of Default. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

- (i) each trademark listed on Schedule I annexed hereto and each patent listed on Schedule II (such trademarks and patents referred to as the

“Trademarks” and “Patents” respectively), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or patent, or (b) injury to the goodwill associated with any trademark.

3. Power of Attorney. During the continuance of an Event of Default under the Loan Agreement, Grantor hereby covenants and agrees that Agent, as the holder of a security interest for the benefit of Lenders under the Uniform Commercial Code as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Loan Agreement, the Other Documents and/or permitted by law, to foreclose upon the Trademarks and/or Patents covered hereby. Following the occurrence and during the continuance of an Event of Default, Grantor hereby authorizes and empowers Agent, its successors and assigns, and any officer or agent of Agent as Agent may select in its exclusive discretion, as Grantor’s true and lawful attorney-in-fact, with the power to endorse Grantor’s name on all applications, assignments, documents, papers and instruments necessary for Agent to use the Trademarks and/or Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks and/or Patents to anyone else, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and/or Patents to anyone else including, without limitation, the power to execute a trademark/patent assignment in the form attached hereto as Exhibit 1. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Agreement and the Other Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

4. Representations, Warranties and Agreements. Grantor hereby represents and warrants that the Trademarks listed on Schedule I and the Patents listed on Schedule II hereto constitute all Trademarks and Patents owned or registered to Grantor as of the date of this Agreement.

5. Rights and Remedies not Exclusive. The enumeration of the foregoing rights and remedies is not intended to be exhaustive and the exercise of any rights or remedy shall not preclude the exercise of any other right or remedies provided for herein or otherwise provided by law, all of which shall be cumulative and not alternative. Nothing contained in this Agreement shall be construed to impose any duties on Agent or any Lender.

6. APPLICABLE LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE COMMONWEALTH OF PENNSYLVANIA. ANY JUDICIAL PROCEEDING BROUGHT BY OR AGAINST BORROWER WITH RESPECT TO ANY OF THE OBLIGATIONS, THIS AGREEMENT, THE OTHER DOCUMENTS OR ANY RELATED AGREEMENT MAY BE BROUGHT IN ANY COURT OF COMPETENT JURISDICTION IN

THE COMMONWEALTH OF PENNSYLVANIA, UNITED STATES OF AMERICA, AND, BY EXECUTION AND DELIVERY OF THIS AGREEMENT, EACH PARTY HERETO ACCEPTS FOR ITSELF AND, AS THE CASE MAY BE, IN CONNECTION WITH ITS PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE NON-EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HERETO HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR BY NATIONALLY RECOGNIZED OVERNIGHT COURIER DIRECTED TO SUCH PARTIES AT THEIR ADDRESSES SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE MAILED OF THE UNITED STATES OF AMERICA. NOTHING HEREIN SHALL AFFECT THE RIGHT TO SERVE PROCESS IN ANY MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT OF AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. EACH PARTY HERETO WAIVES ANY OBJECTION TO JURISDICTION AND VENUE OF ANY ACTION INSTITUTED HEREUNDER AND SHALL NOT ASSERT ANY DEFENSE BASED ON LACK OF JURISDICTION OR VENUE OR BASED UPON FORUM NON CONVENIENS. EACH PARTY HERETO WAIVES THE RIGHT TO REMOVE ANY JUDICIAL PROCEEDING BROUGHT AGAINST BORROWER IN ANY STATE COURT TO ANY FEDERAL COURT. ANY JUDICIAL PROCEEDING BY BORROWER AGAINST AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER OR CLAIM IN ANY WAY ARISING OUT OF, RELATED TO OR CONNECTED WITH THIS AGREEMENT OR ANY RELATED AGREEMENT, SHALL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT LOCATED IN THE COUNTY OF PHILADELPHIA, COMMONWEALTH OF PENNSYLVANIA.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SEAGRAVE FIRE APPARATUS, LLC

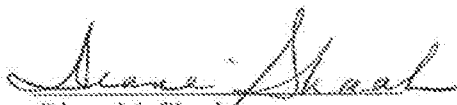
By: _____
Name: A. J. Nason
Title: CEO

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)]

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Agreed and Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Diane M. Shaak
Title: Senior Vice President

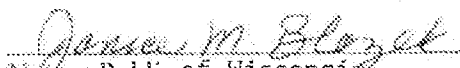
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Trademarks and Patents)]

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COMPANY ACKNOWLEDGMENT


UNITED STATES OF AMERICA :
STATE OF WISCONSIN : SS
COUNTY OF WAUPACA :

On this 11TH of June, 2012, before me personally appeared A.J. NEINER, to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of Seagrave Fire Apparatus, LLC, that he signed the within Agreement pursuant to the authority vested in her by law; that the within Agreement is the voluntary act of such company; and he desires the same to be recorded as such.


Notary Public of Wisconsin
My Commission Expires: 12/20/15
Janice M. Blazek

[ACKNOWLEDGMENT PAGE TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT (Trademarks and Patents)]

SCHEDULE I
(Trademarks)

TRADEMARK	U.S. TRADEMARK APPLICATION # (DATE FILED)	TRADEMARK CERTIFICATE # (DATE GRANTED)	NEXT ACTION DUE
Aerialscope	73/767,576 (December 5, 1988)	1,553,582 (August 29, 1989)	August 29, 2019
Apollo II	77/588,434 (October 8, 2008)	-	May 19, 2012
Attacker	78/946,184 (August 7, 2006)	3,365,844 (January 8, 2008)	January 8, 2013 - January 8, 2014 (Affidavit of Use)
	75/711,897 (May 21, 1999)	2,385,216 (September 12, 2000)	September 12, 2020
Flames (Logo)	77/102,637 (February 8, 2007)	-	-
Force	71/087,864 (July 10, 1915)	0,107,444 (November 30, 1915)	2012
FWD			
FWD (Logo)	72/079,231 (August 10, 1959)	0,698,490 (May 31, 1960)	May 31, 2020
FWD (Block Letters)	85/469,657 (November 10, 2011)	-	2012
Intelex Plus	77/102,664 (February 8, 2007)	3,576,780 (February 17, 2009)	February 17, 2014 - February 17, 2015 (Affidavit of Use)
Marauder			

<u>Meansstick</u>	<u>77/102,657</u> (February 8, 2007)	<u>3,576,779</u> (February 17, 2009)	<u>February 17, 2014</u> <u>February 17, 2015</u> (Affidavit of Use) <u>December 16, 2013</u>
<u>Optimum</u>	<u>77/032,236</u> (October 30, 2006)	<u>3,547,314</u> (December 16, 2008)	<u>December 16, 2014</u> (Affidavit of Use)
<u>ResQUBE</u>	<u>85/178,958</u> (November 17, 2010)	=	<u>2012</u>
<u>"Seagrave"</u> (word portion of logo)	<u>75/013,665</u> (November 1, 1995)	<u>2,013,650</u> (November 5, 1996)	<u>November 5, 2016</u>
	<u>73/033,235</u> (September 30, 1974)	<u>1,015,711</u> (July 15, 1975)	=
<u>Seagrave</u>	<u>77/703,217</u> (March 31, 2009)	=	=
<u>Specialist</u>	<u>77/561,426</u> (September 3, 2008)	<u>3,755,612</u> (March 2, 2010)	<u>March 2, 2015</u> – <u>March 2, 2016</u> (Affidavit of Use) <u>2020 (Renewal)</u>
<u>Iriton</u>	<u>77/102,627</u> (February 8, 2007)	<u>3,534,665</u> (November 18, 2008)	<u>November 18, 2013</u> – <u>November 18,</u> <u>2014 (Affidavit of</u>

Use)

UNREGISTERED MARKS



TRADEMARK
REEL: 004800 FRAME: 0198

074658-01883/22137459v.1

SCHEDULE II
(Patents)

<u>PATENT</u>	<u>APPLICATION # (DATE FILED)</u>	<u>CERTIFICATE # (DATE GRANTED)</u>	<u>NEXT ACTION DUE</u>
Redundant Electrical Network Between Remote Electrical Systems and a Method of Operating Same	61/482,490 (MAY 4, 2011)		
Redundant Electrical Network Between Remote Electrical Systems and a Method of Operating Same	61/641,360 (MAY 2, 2012)		

EXHIBIT 1

TRADEMARK/PATENT ASSIGNMENT

WHEREAS, [] ("Grantor") is the registered owner of the United States (i) trademarks, service marks, trade names, service trademark applications, and service trade names listed on Schedule I attached hereto and made a part hereof ("Trademarks") and (ii) patents listed on Schedule II attached hereto and made a part hereof ("Patents") which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said [Trademarks/Patents];

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Intellectual Property Security Agreement (Trademarks and Patents) dated May __, 2012 between Grantor and Grantee, all of its present and future right, title and interest in and to the [Trademarks/Patents] and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark/Patent Assignment to be executed as of the ___ day of _____.

[]

By: _____
Attorney-in-fact

Witness: