

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
Cleaver-Brooks, Inc.		12/19/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as collateral agent
Street Address:	1555 North RiverCenter Drive
Internal Address:	Suite 203
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53212
Entity Type:	CORPORATION: DELAWARE

Name:	Royal Bank of Canada, as collateral agent
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	ONTARIO
Postal Code:	M5H 1C4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	708411	BOILERMATE
Registration Number:	3264522	BOILERSPEC
Registration Number:	3959593	BOOST
Registration Number:	987858	CB
Registration Number:	1717786	CB-HAWK
Registration Number:	1715306	CB-HAWK

CH \$490.00 708411

Registration Number:	2805139	CLEARFIRE
Registration Number:	3728800	CLEAVER BROOKS
Registration Number:	1418155	CLEAVER BROOKS
Registration Number:	575242	CLEAVERBROOKS
Registration Number:	4209982	HAWK
Registration Number:	1529586	IC
Registration Number:	1455141	MAX-FIRE
Registration Number:	1963346	MAX-FLOW
Registration Number:	1416407	
Registration Number:	3084957	PROFIRE
Registration Number:	892464	SPRAYMASTER
Registration Number:	721008	HEV-E-DUTY
Serial Number:	85525698	CLEAVERBROOKS

CORRESPONDENCE DATA

Fax Number: 2122305199
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 212-318-6518
Email: terrenceboyle@paulhastings.com
Correspondent Name: Terrence G. Boyle c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 78436.00072

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER: Terrence G. Boyle

Signature: /Terrence G. Boyle/

Date: 12/26/2012

Total Attachments: 19
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 19, 2012 (this "**Agreement**"), among Cleaver-Brooks, Inc., a Delaware corporation (the "**Grantor**"), and U.S. Bank National Association ("**U.S. Bank**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the Senior Secured Notes Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Cleaver-Brooks, Inc., a Delaware corporation (the "**Company**"), the grantors party thereto and the Collateral Agent, and (b) the Indenture dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Indenture**"), among the Company, Cleaver-Holdings, Inc., the other guarantors party thereto and U.S. Bank, as trustee and as collateral agent. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Security Agreement. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending applications in the United States Patent and Trademark Office (or any successor office thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States federal trademark registrations and applications listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the "**Trademarks**"); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Further Assurances. The Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent's agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

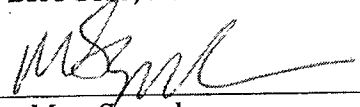
SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CLEAVER-BROOKS, INC.

By:



Name: Marc Szczerba

Title: Executive Vice President and
Chief Financial Officer

[Signature Page to Senior Secured Notes Trademark Security Agreement]

TRADEMARK
REEL: 004928 FRAME: 0705

U.S. BANK NATIONAL ASSOCIATION,
as Collateral Agent and Trustee

By: 
Name: **STEVEN F. POSTO**
Title: **VICE PRESIDENT**

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations and Applications

Registrations

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>	<u>Owner</u>
BOILERMATE	United States	Registered	708,411	12/13/60	Cleaver-Brooks, Inc.
BOILERSPEC	United States	Registered	3,264,522	07/17/07	Cleaver-Brooks, Inc.
BOOST	United States	Registered	3,959,593	05/10/11	Cleaver-Brooks, Inc.
CB	United States	Registered	987,858	07/09/74	Cleaver-Brooks, Inc.
CB-Hawk	United States	Registered	1,717,786	09/22/92	Cleaver-Brooks, Inc.
CB-Hawk & Design	United States	Registered	1,715,306	09/15/92	Cleaver-Brooks, Inc.
CLEARFIRE	United States	Registered	2,805,139	01/13/04	Cleaver-Brooks, Inc.
CLEAVER BROOKS & Design (Flame in Hand in Middle)	United States	Registered	3,728,800	12/22/09	Cleaver-Brooks, Inc.
CLEAVER BROOKS & Design (Flame in Hand with World & Orbits)	United States	Registered	1,418,155	11/25/86	Cleaver-Brooks, Inc.

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>	<u>Owner</u>
CLEAVERBROOKS & Design (Flame in Hand on Right)	United States	Pending	85/525,698	01/26/12	CleaverBrooks, Inc.
CLEAVERBROOKS	United States	Registered	575,242	06/02/53	Cleaver-Brooks, Inc.
HAWK	United States	Registered	4,209,982	09/18/12	Cleaver-Brooks, Inc.
IC & Design	United States	Registered	1,529,586	03/14/89	Cleaver-Brooks, Inc.
MAX-FIRE	United States	Registered	1,455,141	09/01/87	Cleaver-Brooks, Inc.
MAX-FLOW	United States	Registered	1,963,346	03/19/96	Cleaver-Brooks, Inc.
Misc. Design (Flame in Hand with Globe)	United States	Registered	1,416,407	11/11/86	Cleaver-Brooks, Inc.
PROFIRE	United States	Registered	3,084,957	04/25/06	Cleaver-Brooks, Inc.
SPRAYMASTER	United States	Registered	892,464	06/09/70	Cleaver-Brooks, Inc.
HEV-E-DUTY	United States	Registered	721,008	09/05/61	Cleaver-Brooks, Inc.

Common Law Trademarks

FC-OSSG

FLX

FLEXTUBE

NATCOM

INDUSTRIAL COMBUSTION & Design:

**INDUSTRIAL
COMBUSTION**

NATCOM & Design: **NATCOM**

Trade Names

Cleaver-Brooks, Inc. Packaged Boiler Systems
Engineered Boiler Systems Packaged Burner Systems Exhaust Solutions Aftermarket
Solutions NATCOM
Industrial Combustions

Logos

C-B &
Design:



CLEAVERBROOKS & Design
(Flame in Hand on Right):



CB-Hawk & Design¹:



IC & Design:



INDUSTRIAL COMBUSTION &
Design:

**INDUSTRIAL
COMBUSTION**

NATCOM & Design

NATCOM

¹ Note that the Company is no longer using the CB-HAWK or CB-HAWK & Design marks and intends to allow these registrations to lapse at the first opportunity. The Company now uses the HAWK mark, without the CB component and which is the subject of a pending application filed in 2012

URLs and Internet Domain Names

www.abcoboilers.com
www.boilerspec.com
www.boilerspec.net
www.boilerspec.org
www.cbaftermarket.com
www.cbboilers.com
www.cbprofire.com
www.cbboilers.com
www.cleaver-brooks.com
www.cleaver-brooks.net
www.cleaver-brooks.org
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www.drycleanerboilers.net
www.gonzales-mfg.com
www.hospitalboilers.com

www.hospitalboilers.net
www.hrsg.com
www.ind-comb.com
www.inspectiondate.com
www.laundryanddrycleanerboiler.com
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www.laundryanddrycleaningboilers.net
www.lincoln-mfg.com www.natcom.com
www.natcomonline.com
www.national-combustion.com
www.neboiler.com
www.schoolboilers.net
www.speci-fire.com

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of December 19, 2012 (this "**Agreement**"), among CLEAVER-BROOKS, INC., a Delaware corporation (the "**Grantor**"), and ROYAL BANK OF CANADA ("**Royal Bank**"), as collateral agent (in such capacity, the "**Collateral Agent**").

Reference is made to (a) the US Pledge and Security Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Cleaver-Brooks, Inc., a Delaware corporation (the "**US Borrower**"), the grantors party thereto and the Collateral Agent, and (b) the Credit and Guarantee Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the US Borrower, Cleaver-Brooks of Canada Limited, a company organized under the laws of Ontario, Canada (the "**Canadian Borrower**", and together with the US Borrower, the "**Borrowers**"), the guarantors party thereto, the lenders party thereto (the "**Lenders**") and Royal Bank, as administrative agent, collateral agent and issuing bank. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor (other than the Borrowers) is an affiliate of the Borrowers, will derive substantial benefits from the extensions of credit to the Borrowers pursuant to the Credit Agreement and is willing to execute and deliver the Security Agreement and this Agreement in order to induce the Lenders to extend such credit. Pursuant to the Security Agreement, the Grantor is required to execute and deliver this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not defined in this Agreement has the meaning given or ascribed to it in the Security Agreement. The rules of construction specified in Article I of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations (as defined in the Credit Agreement), each Grantor hereby pledges to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(a) trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, Internet domain names, other source or business identifiers, and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and pending applications filed in connection therewith, including registrations and pending

applications in the United States Patent and Trademark Office (or any successor office thereto) or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those United States and Canadian federal trademark registrations and applications listed on Schedule I;

(b) all goodwill associated therewith or symbolized thereby ((a) and (b) collectively, the “*Trademarks*”); and

(c) all Proceeds and products of any and all of the foregoing, all Supporting Obligations and all collateral security and guarantees given by any Person with respect to any of the foregoing.

SECTION 3. Recordation. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office (“CIPO”), if applicable. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks at the United States Patent & Trademark Office, or the Registrar at CIPO, if applicable, record this Agreement.

SECTION 4. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern, and for the avoidance of doubt, Trademark Collateral shall not include any Excluded Collateral.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic transmission (including by .pdf, .tif or similar format) shall be as effective as delivery of a manually signed counterpart of this Agreement.

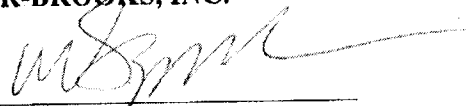
SECTION 6. Further Assurances. Each Grantor further agrees to execute and deliver to the Collateral Agent any and all further documents and instruments, and do any and all further acts which the Collateral Agent (or the Collateral Agent’s agents or designees) reasonably requests in order to confirm this grant of security interest in and to the Trademark Collateral.

SECTION 7. Applicable Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.


[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


CLEAVER-BROOKS, INC.

By: 
Name: Marc Szczerba
Title: Executive Vice President and
Chief Financial Officer

CLEAVER-HOLDINGS, INC.

By: 
Name: Marc Szczerba
Title: Executive Vice President

INDUSTRIAL COMBUSTION, LLC.

By: 
Name: Marc Szczerba
Title: Manager

[Signature Page to Trademark Security Agreement]

Acknowledged and Agreed by:

ROYAL BANK OF CANADA,
as Collateral Agent

By:  _____

Name:

Susan Khokher

Title:

Manager Agency

**SCHEDULE I TO
TRADEMARK SECURITY AGREEMENT**

United States Trademark Registrations and Applications

Registrations

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Reg./App. Number</u>	<u>Reg. Date/Appl. Date</u>	<u>Owner</u>
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**INDUSTRIAL
COMBUSTION**

NATCOM & Design: **NATCOM**

Trade Names

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Engineered Boiler Systems Packaged Burner Systems Exhaust Solutions Aftermarket
Solutions NATCOM
Industrial Combustions

Logos

C-B &
Design:



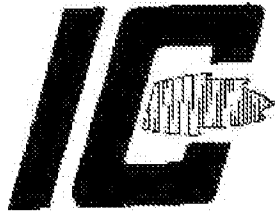
CLEAVERBROOKS & Design
(Flame in Hand on Right):



CB-Hawk & Design¹:



IC & Design:



INDUSTRIAL COMBUSTION &
Design:

**INDUSTRIAL
COMBUSTION**

NATCOM & Design

NATCOM

¹ Note that the Company is no longer using the CB-HAWK or CB-HAWK & Design marks and intends to allow these registrations to lapse at the first opportunity. The Company now uses the HAWK mark, without the CB component and which is the subject of a pending application filed in 2012

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www.cbaftermarket.com
www.cbboilers.com
www.cbprofire.com
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