

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
Vactor Manufacturing, Inc.		03/13/2013	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association (as administrative agent)
Street Address:	230 W. Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3472939	COMMANDOR
Registration Number:	3472938	CRUISER
Registration Number:	2467051	GRV
Registration Number:	3297130	HXX PRODIGY
Registration Number:	3755813	HYDROSURGE
Registration Number:	3731258	INTELLIVIEW
Registration Number:	0900194	JET RODDER
Registration Number:	3477283	MAD FLUSHER
Registration Number:	3359472	RAMJET
Registration Number:	1287674	SUNVAC
Registration Number:	0824390	VACTOR
Registration Number:	3359008	VACTOR HXX HYDROEXCAVATOR
Registration Number:	2488617	HYDROEXCAVATOR VACTOR
Registration Number:	2421898	VAXJET

OP \$365.00 3472939

CORRESPONDENCE DATA

Fax Number: 4122883063

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 412-288-3008

Email: chughes@reedsmith.com, scoffman@reedsmith.com

Correspondent Name: Clay P. Hughes

Address Line 1: P.O. Box 488

Address Line 4: Pittsburgh, PENNSYLVANIA 15230-0488

ATTORNEY DOCKET NUMBER:	323124.00062 CPH
NAME OF SUBMITTER:	Clay P. Hughes
Signature:	/Clay P. Hughes/
Date:	03/14/2013

Total Attachments: 5

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Vactor Manufacturing, Inc., an Illinois corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, pursuant to that certain Credit Agreement dated as of March 13, 2013 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) by and among Wells Fargo Bank, National Association, a national banking association, with a place of business located at 230 W. Monroe Street, Chicago, IL 60606, individually as a Lender and as administrative agent (in such capacity, “**Administrative Agent**”) for itself and all other Lenders from time to time a party thereto (“**Lenders**”), Wells Fargo Securities, LLC and GE Capital Markets, Inc., as joint lead arrangers and joint bookrunners, Lenders and Federal Signal Corporation, a Delaware corporation (“**Borrower**”), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, Borrower may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Secured Hedge Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Hedge Agreements are entered into (in such capacity, collectively, “**Hedge Banks**”); and

WHEREAS, Borrower may from time to time enter into one or more secured cash management agreements (collectively, the “**Secured Cash Management Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Secured Cash Management Agreements are entered into (in such capacity, collectively, “**Cash Management Banks**”); and

WHEREAS, pursuant to the terms of an Security Agreement dated as of March 13, 2013 (said Security Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Grantor, Administrative Agent and the other grantors named therein, Grantor has created in favor of Administrative Agent a security interest in, and Administrative Agent has become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Administrative Agent pursuant to the Security Agreement, Grantor hereby grants to Administrative Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or

may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Administrative Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything contained herein to the contrary, the term Trademark Collateral shall not include items expressly excluded from the definition of "Collateral" pursuant to Section 1 of the Security Agreement.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 13 day of March, 2013.

VACTOR MANUFACTURING, INC.

By: Ronald E. Dolatowski
Name: Ronald E. Dolatowski
Title: VP and Treasurer

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST
(VACTOR MANUFACTURING INC.)

TRADEMARKS

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>TMA No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
VACTOR MANUFACTURING INC.	AUSTRALIA	A0020474	1054162	VACTOR	07/07/2010
VACTOR MANUFACTURING INC.	BENELUX		319026	VACTOR	05/24/1973
VACTOR MANUFACTURING INC.	CANADA	0605330	TMA353202	VACTOR	03/17/1989
VACTOR MANUFACTURING INC.	CHINA	4739972	4739972	VACTOR	05/28/2008
VACTOR MANUFACTURING INC.	COLOMBIA		119255	VACTOR	08/31/1987
VACTOR MANUFACTURING INC.	ECUADOR	153294/05	3743/05	VACTOR	12/09/2005
VACTOR MANUFACTURING INC.	ITALY	669956	297151	VACTOR	06/08/1993
VACTOR MANUFACTURING INC.	KUWAIT	70546	62192	VACTOR	05/18/2005
VACTOR MANUFACTURING INC.	MEXICO		353500	VACTOR	10/03/1988
VACTOR MANUFACTURING INC.	SWITZERLAND	FT91,2610-CH	409616	VACTOR	03/31/1993
VACTOR MANUFACTURING INC.	UNITED KINGDOM		1011562	JETRODDER	05/22/1973
VACTOR MANUFACTURING INC.	UNITED KINGDOM		1011563	VACTOR	05/22/1973
VACTOR MANUFACTURING INC.	U.S.A.	77064647	3472939	COMMANDOR	07/22/2008

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>TMA No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
VACTOR MANUFACTURING INC.	U.S.A.	77064608	3472938	CRUISER	07/22/2008
VACTOR MANUFACTURING INC.	U.S.A.	75736306	2467051	GRV	07/10/2001
VACTOR MANUFACTURING INC.	U.S.A.	77116425	3297130	HXX PRODIGY	09/25/2007
VACTOR MANUFACTURING INC.	U.S.A.	77612006	3755813	HYDROSURGE	03/02/2010
VACTOR MANUFACTURING INC.	U.S.A.	77750085	3731258	INTELLIVIEW	12/29/2009
VACTOR MANUFACTURING INC.	U.S.A.	72348565	900194	JET RODDER	10/06/1970
VACTOR MANUFACTURING INC.	U.S.A.	77064628	3477283	MAD FLUSHER	07/29/2008
VACTOR MANUFACTURING INC.	U.S.A.	77206356	3359472	RAMJET	12/25/2007
VACTOR MANUFACTURING INC.	U.S.A.	73435480	1287674	SUNVAC	07/31/1984
VACTOR MANUFACTURING INC.	U.S.A.	72185703	824390	VACTOR	02/21/1967
VACTOR MANUFACTURING INC.	U.S.A.	77151936	3359008	VACTOR HXX HYDROEXCAVATOR	12/25/2007
VACTOR MANUFACTURING INC.	U.S.A.	75733057	2488617	VACTOR HYDROEXCAVATOR	09/11/2001
VACTOR MANUFACTURING INC.	U.S.A.	75552026	2421898	VAXJET	01/16/2001
VACTOR MANUFACTURING INC.	VENEZUELA		140359	VACTOR	01/07/1991