

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM370951

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Federal Signal Corporation		01/27/2016	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION (AS ADMINISTRATIVE AGENT)		
Street Address:	10 South Wacker Drive		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85880050	COMMANDER	
Registration Number:	4488505	RUMBLER	
Registration Number:	4778268	NAVIGATOR	
CORRESPONDENCE DATA			
Fax Number:	3122076400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-207-1000		
Email:	ipdocket-chi@reedsmith.com		
Correspondent Name:	Amanda L. Mueller		
Address Line 1:	10 South Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Amanda L. Mueller		
SIGNATURE:	/Amanda L. Mueller/		
DATE SIGNED:	01/28/2016		
Total Attachments: 5			
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Federal Signal Corporation, a Delaware 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 Amended and Restated Credit Agreement dated as of January 27, 2016 (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 10 South Wacker Drive, 16th Floor, 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 J.P. Morgan Securities LLC, as joint lead arrangers and joint bookrunners, all other Lenders, Grantor and certain Foreign Subsidiaries of US Borrower from time to time party thereto as Non-US Borrowers (collectively, the “**Non-US Borrowers**” and each a “**Non-US Borrower**”, together with the US Borrower, collectively the “**Borrowers**”), Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers. Each term used herein but not otherwise defined herein shall have the meaning assigned to such term in the Credit Agreement; and

WHEREAS, Borrowers 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, Borrowers 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 Amended and Restated Security Agreement dated as of January 27, 2016 (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**”):

(i) 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

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

(ii) 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.

[The remainder of this page is intentionally left blank.]

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 27 day of January, 2016.

Federal Signal Corporation



By: _____

Name: Jennifer L. Sherman

Title: President and Chief Executive Officer

By: _____

Name: Svetlana Vinokur

Title: Vice President, Treasurer and Corporate Development

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 27 day of January, 2016.

Federal Signal Corporation

By: _____

Name: Jennifer L. Sherman

Title: President and Chief Executive Officer

By:  _____

Name: Svetlana Vinokur

Title: Vice President, Treasurer and Corporate Development

SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST
(FEDERAL SIGNAL CORPORATION)

<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Description/Reference</u>	<u>Registration Date</u>
FEDERAL SIGNAL CORPORATION	U.S.A.	85880050		COMMANDER	PENDING
FEDERAL SIGNAL CORPORATION	U.S.A.	86018460	4488505	RUMBLER	2/25/2014
FEDERAL SIGNAL CORPORATION	U.S.A.	86223440	4778268	NAVIGATOR	7/21/2015