

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Potter Electric Signal Company, LLC	01/03/2008

RECEIVING PARTY DATA

Name:	National City Bank Company
Street Address:	1900 East 9th Street
City:	Cleveland
State/Country:	OHIO
Postal Code:	44114-3484

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	5126684
Patent Number:	5168273
Patent Number:	6243001
Patent Number:	6471255
Patent Number:	6860331
Patent Number:	6904800
Patent Number:	6926023
Patent Number:	6940409
Patent Number:	6945509
Patent Number:	7137408
Patent Number:	7243540
Patent Number:	7293576
Application Number:	10851260
Application Number:	11298159
Application Number:	11376672

PATENT

500439189

REEL: 020353 FRAME: 0896

CH \$640.00 5126684

Application Number:

11418777

**CORRESPONDENCE DATA**

Fax Number: (314)259-2020

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 314-259-2619

Email: dacrowe@bryancave.com

Correspondent Name: Daniel A. Crowe

Address Line 1: 211 N. Broadway

Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:

C049451/0215691

NAME OF SUBMITTER:

Daniel A. Crowe

**Total Attachments: 14**

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## **PATENT AND TRADEMARK SECURITY AGREEMENT**

THIS PATENT AND TRADEMARK SECURITY AGREEMENT dated as of January 4, 2008 (as the same may be amended, restated or otherwise modified from time to time, this "Agreement"), by and between POTTER ELECTRIC SIGNAL COMPANY, LLC, a Missouri limited liability company (f/k/a Potter Acquisition, LLC, the "Grantor") and NATIONAL CITY BANK, as administrative agent (the "Administrative Agent") for benefit of the Secured Creditors (as defined below):

### **RECITALS**

A. (1) Except as otherwise defined herein, terms used herein and defined in the Credit Agreement (as defined below) shall be used herein as therein defined. Certain terms used herein are defined in Section 1.01 hereof.

(2) This Agreement is made pursuant to the Credit Agreement, dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the financial institutions named as lenders therein (together with their successors and assigns, the "Lenders"), and the Administrative Agent.

(3) It is a condition precedent to the making of Loans and LC Issuances under the Credit Agreement that the Grantor shall have executed and delivered to the Administrative Agent this Agreement.

(4) Pursuant to the terms of the Security Agreement, Grantor has granted to the Administrative Agent for the benefit of the Secured Creditors a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Administrative Agent for the benefit of the Secured Creditors a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, each trademark, trademark registration and trademark application referred to in Schedule 1 annexed hereto, together with any and all goodwill associated herewith, but specifically excluding any intent-to-use trademark or service mark application;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;

- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations, reexaminations or extensions thereof;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

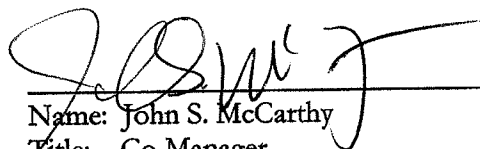
This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement and is subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

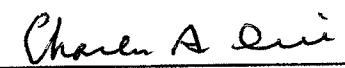
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

POTTER ELECTRIC SIGNAL COMPANY, LLC

By:

  
Name: John S. McCarthy  
Title: Co-Manager

By:

  
Name: Charles A. Dill  
Title: Co-Manager

Acknowledged:

NATIONAL CITY BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

POTTER ELECTRIC SIGNAL COMPANY, LLC

By: \_\_\_\_\_

Name: John S. McCarthy

Title: Co-Manager

By: \_\_\_\_\_


Name: Charles A. Dill

Title: Co-Manager

Acknowledged:

NATIONAL CITY BANK

By: \_\_\_\_\_

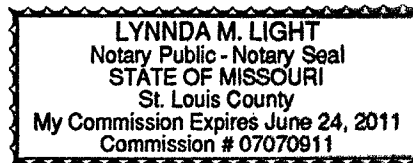
Title:  Senior Vice President

STATE OF MISSOURI )  
 ) ss:  
COUNTY OF St. Louis )

On this 3rd day of January, 2008, before me appeared John  
S. McCarthy to me personally known, who, being by me duly sworn, did say  
that he is the Co-Manager of POTTER ELECTRIC SIGNAL  
COMPANY, LLC, a limited liability company of the State of Missouri, and that said  
instrument was signed in behalf of said limited liability company, by authority of its  
members, and said John S. McCarthy acknowledged said  
instrument to be the free act and deed of said limited liability company, and that said limited  
liability company has no seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
official seal in the County and State aforesaid, the day and year first above written.

Lynnda M. Light  
Printed Name: LYNDA M. LIGHT  
Notary Public in and for said State  
Commission expires: \_\_\_\_\_



Please affix seal firmly and clearly in this box.

STATE OF Missouri )  
 ) ss:  
COUNTY OF ST. Louis )

A. Dill On this 3rd day of January, 2008, before me appeared Charles  
that he is the Co-Manager of POTTER ELECTRIC SIGNAL  
COMPANY, LLC, a limited liability company of the State of Missouri, and that said  
instrument was signed in behalf of said limited liability company, by authority of its  
members, and said Charles A. Dill acknowledged said  
instrument to be the free act and deed of said limited liability company, and that said limited  
liability company has no seal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my  
official seal in the County and State aforesaid, the day and year first above written.

Lynnda M. Light  
Printed Name: LYNDA M. LIGHT  
Notary Public in and for said State  
Commission expires: \_\_\_\_\_




Please affix seal firmly and clearly in this box.





SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

POTTER				
COUNTRY	APPLICATION NO./ REGISTRATION NO.	FILING DATE	INTERNATIONAL CLASS	STATUS
Australia	Reg. No. 890334	09/26/2001	9	Next renewal due 09/26/2011
Brazil	App. No. 828677395	08/29/2006	9	Pending
Canada	Reg. No. TMA612763	10/10/2001	9	Next renewal due 06/15/2019
Chile	App. No. 745329	09/26/2006	9	Pending
China	App. No. 5571535	8/28/2006	9	Pending
E.U.	Reg. No. 002394823	10/01/2001	9	Next renewal due 10/01/2011
Hong Kong	Reg. No. 04958/2002	10/08/2001	9	Next renewal due 10/08/2008
India	App. No. 01482900	08/30/2006	9	Pending
Indonesia	App. No. D00.2007.001932	01/09/2007	9	Pending
Israel	Reg. No. 152384	09/30/2001	9	Next renewal due 09/30/2008
Japan	App. No. 2006-074596	08/09/2006	9	Pending
Macau	Reg. No. N/024149	09/12/2006	9	Next renewal due 01/09/2014
Malaysia	App. No. 06015220	08/28/2006	9	Pending
Mexico	App. No. 814,026	10/20/2006	9	Pending
New Zealand	App. No. 752856	08/08/2006	9	Pending
Philippines	App. No. 4-2006-009454	08/28/2006	9	Pending
Singapore	Reg. No. T01/15959H	10/12/2001	9	Next renewal due 10/12/2011
South Korea	App. No. 40-2006- 0043826	08/25/2006	9	Pending
Taiwan	App. No. 96031625	07/04/2007	9	Pending
Thailand	App. No. 642345	10/18/2006	9	Pending
U.S.	Reg. No. 2,768,735	10/29/2001	9	Next renewal due 09/30/2013
Vietnam	App. No. 4-2006-14163	08/28/2006	9	Pending

P (and Design)				
COUNTRY	APPLICATION NO./ REGISTRATION NO.	FILING DATE	INTERNATIONAL CLASS	STATUS
Australia	Reg. No. 890333	09/26/2001	9	Next renewal due 09/26/2011
Brazil	App. No. 828677387	08/29/2006	21	Pending
Canada	Reg. No. TMA597,849	10/10/2001		Next renewal due 12/17/2018
Chile	Reg. No. 781.965	09/26/2006	21	Next renewal due 03/12/2017
China	App. No. 5571534	08/28/2006	9	Pending
E.U.	Reg. No. 002394617	10/10/2001	9	Next renewal due 10/1/2011
Hong Kong	Reg. No. B05608/2004	10/08/2001	9	Next renewal due 10/08/2008
India	App. No. 1482899	08/30/2006	21	Pending
Indonesia	App. No. D00.2007.001931	01/19/2007	9	Pending
Israel	Reg. No. 152,383	09/30/2001	9	Next renewal due 09/30/2008
Japan	App. No. 2006-074597	08/07/2006	9	Pending
Macau	Reg. No. N/024150	09/12/2006	9	Next renewal due 01/09/2014
Malaysia	App. No. 06015219	08/28/2006	9	Pending
Mexico	Reg. No. 967,587	10/20/2006	9	Next renewal due 10/20/2016
New Zealand	App. No. 752858	08/08/2006	9	Pending
Philippines	App. No. 4-2006-009453	08/28/2006	9	Pending
Taiwan	App. No. 96301629	07/04/2007	9	Pending
Thailand	App. No. 642344	10/18/2006	9	Pending
U.S.	Reg. No. 732,680	08/17/1960	9	Next renewal due 06/12/2012
Vietnam	App. No. 4-2006-14165	08/28/2006	9	Pending

<b>P POTTER (and Design)</b>				
<b>COUNTRY</b>	<b>APPLICATION NO./ REGISTRATION NO.</b>	<b>FILING DATE</b>	<b>INTERNATIONAL CLASS</b>	<b>STATUS</b>
Korea	App. No. 40/2007-0047115	09/05/07	9	Pending
Singapore	Reg. No. T05/06940B	04/27/2005	9	Next renewal due 04/27/2015
Taiwan	App. No. 96031630	07/04/2007	9	Pending
<b>AMSECO</b>				
<b>COUNTRY</b>	<b>APPLICATION NO./ REGISTRATION NO.</b>	<b>FILING DATE</b>	<b>INTERNATIONAL CLASS</b>	<b>STATUS</b>
Brazil	App. No. 828677379	08/29/2006	9	Pending
Chile	Reg. No. 780.694	09/26/2006	9	Next renewal due 02/26/2017
Mexico	App. No. 814,029	10/20/2006	9	Pending
U.S.	Reg. No. 3,134,990	10/29/2004	9	Next renewal due 08/29/2016
<b>AMSECO (and Design)</b>				
Canada	Reg. No. TMA685,589	11/05/2004		Next renewal date 04/05/2022
<b>SELECT-A-HORN/STROBE</b>				
<b>COUNTRY</b>	<b>APPLICATION NO./ REGISTRATION NO.</b>	<b>FILING DATE</b>	<b>INTERNATIONAL CLASS</b>	<b>STATUS</b>
Canada	Reg. No. TMA537,628	03/11/1999	9	Next renewal due 11/23/2015
U.S.	Reg. No. 2,288,992	09/18/1998	9	Next renewal due 10/26/2009

SELECT-A-STROBE				
COUNTRY	APPLICATION NO./ REGISTRATION NO.	FILING DATE	INTERNATIONAL CLASS	STATUS
Canada	Reg. No. TMA537,627	03/11/1999	9	Next renewal due 11/23/2015
U.S.	Reg. No. 2,292,661	09/14/1998	9	Next renewal due 11/16/2009
THE SYMBOL OF PROTECTION				
COUNTRY	APPLICATION NO./ REGISTRATION NO.	FILING DATE	INTERNATIONAL CLASS	STATUS
Canada	Reg. No. TMA591,960	10/15/2001		Next renewal due 10/09/2018
U.S.	Reg. No. 2,783,667	10/29/2001	9	Next renewal due 11/18/2013

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents, Patent Applications and Patent Licenses**

UNITED STATES			
TITLE	APPLICATION NO./ PATENT NO.	APPLICATION DATE/ ISSUANCE DATE	STATUS
Pneumatic Retard Having Stroke Accelerating Value	Patent No. 4,062,377	Issued on 12/13/1977	Expired
Bi-Directional Limit Switch	Patent No. 4,063,056	Issued on 12/13/1977	Expired
Double-Detecting Loop Type Alarm System	Patent No. 4,079,363	Issued on 03/14/1978	Expired
Monitoring Apparatus for Direct Wire Alarm System	Patent No. 4,203,095	Issued on 05/13/1980	Expired
Detecting Loop Digital Interface Circuitry	Patent No. 4,218,677	Issued on 08/19/1980	Expired
Plug-Type Switch	Patent No. 4,234,879	Issued on 11/18/1980	Expired
Pseudo-Random Pulse Line Security Monitoring System	Patent No. 4,254,410	Issued on 03/03/1981	Expired
Automatic Ringback for Direct Current Monitoring System	Patent No. 4,282,517	Issued on 08/04/1981	Expired
Valve Monitoring Switch Assembly	Patent No. 4,739,134	Issued on 04/19/1988	Expired on 05/20/2007
Digital Power Amplifier	Patent No. 5,126,684	Issued on 06/30/1992	Expires on 03/04/2011
Sequential Analog/Digital Data Multiplexing System and Method	Patent No. 5,168,273	Issued on 12/01/1992	Expires on 03/14/2011

<b>TITLE</b>	<b>APPLICATION NO./ PATENT NO.</b>	<b>APPLICATION DATE/ ISSUANCE DATE</b>	<b>STATUS</b>
Variable Intensity Visual Signaling System	Patent No. 6,243,001	Issued on 06/05/2001	Maintenance fee due 12/05/2008
Anti-Rotation Arrangement for a Detection Device	Patent No. 6,471,255	Issued on 10/29/2002	Maintenance fee due 04/29/2010
Single-Piece Manifold	Patent No. 6,860,331	Issued on 03/01/2005	Maintenance fee due 09/01/2008
Low-Water Cut-Off System	Patent No. 6,904,800	Issued on 06/14/2005	Maintenance fee due 12/16/2008
Automatic Air Release System With Shutoff Valve	Patent No. 6,926,023	Issued on 08/09/2005	Maintenance fee due 02/09/2009
Fluid Flow Detector	Patent No. 6,940,409	Issued on 09/06/2005	Maintenance fee due 03/06/2009
Universal Valve Switch	Patent No. 6,945,509	Issued on 09/20/2005	Maintenance fee due 03/20/2009
Universal Valve Switch	Patent No. 7,137,408	Issued on 11/21/2006	Maintenance fee due 05/24/2010
Low-Water Cut-Off System	Patent No. 7,243,540	Issued on 07/17/2007	Maintenance fee due 01/19/2011
Single-Piece Manifold with Reduced Pressure Arrangement	Patent No. 7,293,576	Issued on 11/13/2007	Maintenance fee due 5/13/2011
Corrosion Monitoring Station	Application No. 10/851,260	Application filed on 05/21/2004	Pending
Water Feed Controller for a Boiler	Application No. 11/298,159	Application filed on 12/09/2005	Pending
Fluid Detector Recognizing Foam and Surge Conditions	Application No. 11/376,672	Application filed on 03/15/2006	Pending
Water Column Supervisory Switch	Application No. 11/418,777	Application filed on 05/06/2006	Pending

CANADA			
TITLE	APPLICATION NO./ PATENT NO.	APPLICATION DATE/ ISSUANCE DATE	STATUS
Fire Alarm and Watchman's Signal Transmitter	Patent No. 176,346	Issued on 04/10/1917	Expired
Signalling Apparatus Including Remote Battery Recharging System	Patent No. 696,898	Issued on 10/27/1964	Expired
Electrical Alarm for Safe Doors and the Like	Patent No. 747,022	Issued on 11/22/1966	Expired
Signalling Apparatus Including Remote Battery Recharging Systems	Patent No. 747,064	Issued on 11/22/1966	Expired
Pneumatic Retard Having Stroke Accelerating Valve	Patent No. 1,006,405	Issued on 03/08/1977	Expired
Non-Binding Shaft Seal Assembly for Liquid Flow Detectors	Patent No. 1,009,680	Issued on 05/03/1977	Expired
Double-Detecting Loop Type Alarm System	Patent No. 1,070,408	Issued on 01/22/1980	Expired
Valve Monitoring Switch Assembly	Patent No. 1,274,601	Issued on 09/25/1990	Patent expires 01/22/2008
Variable Intensity Visual Signaling System	Application No. 2,289,186	Application filed on 11/09/1999	Pending Maintenance fee due 11/09/2008
Low Water Cut-Off System	Application No. 2,488,970	Application filed on 12/02/2004	Pending Maintenance fee due 12/03/2007
Water Feed Controller for a Boiler	Application No. 2,529,646	Application filed on 12/09/2005	Pending Maintenance fee due 12/09/2008
Water Column Supervisory Switch	Application No. 2,545,666	Application filed on 05/03/2006	Pending Maintenance fee due 05/03/2008
Fluid Detector	Application No.	Application filed	Pending

Recognizing Foam Surge Conditions	2,565,388	10/25/2006	Maintenance fee due 10/25/2008
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Technology Jointly Owned by the Company  
or any of the Company Subsidiaries and a Third Party

<u>PATENT NO./ APPLICATION NO.</u>	<u>DATE OF EXECUTION</u>	<u>DATE RECORDED</u>	<u>USPTO REEL/FRAME</u>	<u>COMMENTS</u>
Appl. No. 11/298,159	04/25/2006	04/27/2006	017536/0295	Partial assignment (50%) of assignor's interest to Taco, Inc.
Appl. No. 11/376,672	06/13/2006	06/28/2006	017855/0068	Partial assignment (50%) of assignor's interest to Taco, Inc.