

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST		
CONVEYING PARTY DATA			
Name		Execution Date	
Cleaver-Brooks, Inc.		06/30/2008	
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC, as collateral agent		
Street Address:	450 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
PROPERTY NUMBERS Total: 5			
Property Type	Number		
Application Number:	10742008		
Application Number:	10857399		
Application Number:	11380767		
Patent Number:	5522696		
Patent Number:	5335628		
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-756-2552		
Email:	marisa.kaplan@srz.com		
Correspondent Name:	Marisa Kaplan, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 2:	22nd Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	014951.0923		
NAME OF SUBMITTER:	Marisa Kaplan, Esq. (014951.0923)		

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PATENT
REEL: 021172 FRAME: 0223

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- PATENTS

WHEREAS, Cleaver-Brooks, Inc., a Delaware corporation (the "Grantor"), owns the letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 30, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Patents and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver to the Collateral Agent this Grant of Security Interest for purposes of filing the same with the United States Patent and Trademark Office to confirm and evidence the security interest in the Collateral granted pursuant to the Security Agreement.


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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 WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 30, 2008.

CLEAVER-BROOKS, INC.

By:

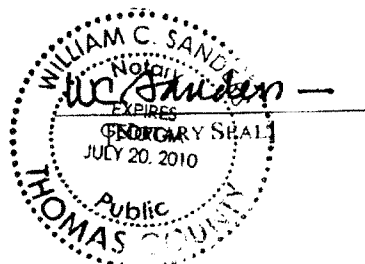

Name: Jeffrey C. Behe
Title: Executive VP-CFO

STATE OF Georgia

SS.:

COUNTY OF Thomas

On this 27 day of June, 2008, before me personally came _____, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the EX-VP CFO of Cleaver-Brooks Inc., a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Grant of Security Interest--Patents

SCHEDULE A TO GRANT OF A SECURITY INTEREST

U.S. Patent Applications and Patents

United States	Boiler Water Level Monitoring and Control System	10/742,008	12/19/03
United States	Counterflow Fuel Injection Nozzle in a Burner-Boiler System	10/857,399	05/28/04
United States	Counterflow Fuel Injection Nozzle in a Burner-Boiler System	11/380,767	04/28/06
United States	Multiple- Shutter Throttle Characterization Assembly for Burners	5,522,696	06/04/1996
United States	Integrated Boiler/Fuel Cell System	5,335,628	08/09/1994