

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Potter Electric Signal Company, LLC	01/04/2008
RECEIVING PARTY DATA	
Name:	National City Bank
Street Address:	20 Stanwix Street
City:	PITTSBURGH
State/Country:	PENNSYLVANIA
Postal Code:	15222
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	6517617
Patent Number:	6841125
Patent Number:	4739134
Application Number:	10971459
Application Number:	11552248
Application Number:	12147926
CORRESPONDENCE DATA	
Fax Number:	(412)562-1041
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	412-562-1637
Email:	vicki.cremonese@bipc.com
Correspondent Name:	Michael L. Dever
Address Line 1:	301 Grant Street
Address Line 2:	20th Floor
Address Line 4:	PITTSBURGH, PENNSYLVANIA 15219
ATTORNEY DOCKET NUMBER:	0011046-301752

CH \$240.00 6517617

500996647

PATENT
REEL: 023409 FRAME: 0815

NAME OF SUBMITTER:

Michael L. Dever

Total Attachments: 7

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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").

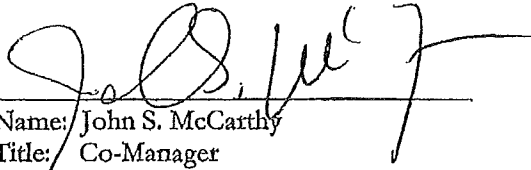
This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Security Agreement and is subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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.

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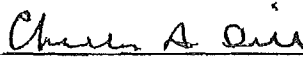
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

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: _____

Signature Page to Patent Security Agreement

PATENT
REEL: 023409 FRAME: 0819

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.

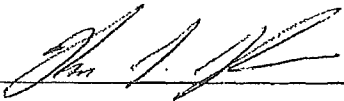
POTTER ELECTRIC SIGNAL COMPANY, LLC

By: _____
Name: John S. McCarthy
Title: Co-Manager

By: _____
Name: Charles A. Dill
Title: Co-Manager

Acknowledged:

NATIONAL CITY BANK

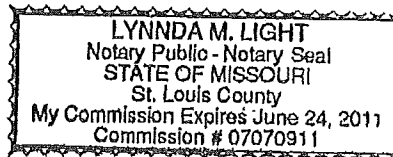
By:  _____
Title: _____

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS) ss:

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)
)
COUNTY OF ST. LOUIS) ss:

A. Dill On this 3rd day of January, 2008, before me appeared Charles
_____ 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 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.

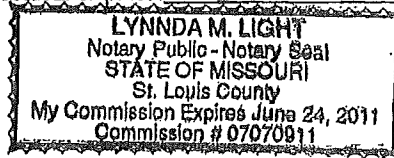
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
official seal in the County and State aforesaid, the day and year first above written.

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.

TRADEMARKS

Mark	Country	Appl No./ Reg. No.	Filing Date
POTTER PIPE-SHIELD	United States	Appl. 77/545,047	08/12/2008
SIGNA-FIRE	United States	Appl. 77/468,222	05/07/2008
SELECT-A-STROBE/SPEAKER	United States	Appl. 77/679,398	02/26/2009
SELECT-A-STROBE/HORN	United States	Appl. 77/679,397	02/26/2009

PATENTS

Country	Title	Appl. No. / Patent No.	Filing Date / Issue Date
United States	Method and Apparatus to Clean and Apply Foamed Corrosion Inhibitor to Ferrous Surfaces	Pat. 6,517,617	issued 02/11/2003
United States	Method and Apparatus to Clean and Apply Foamed Corrosion Inhibitor to Ferrous Surfaces	Pat. 6,841,125	issued 01/11/2005
United States	Signaling System and Warning Aparatus	Appl. 10/971,459	filed 10/21/2004
United States	Condensate Collection System and Drain	Appl. 11/552,248	filed 10/24/2006
United States	Corrosion Monitor	Appl. 12/147,926	filed 06/27/2008
United States	Valve Monitoring Switch Assembly	Pat. 4,739,134	issued 04/19/1988

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