

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
Clover Industries, Inc.	12/15/2009
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A.
Street Address:	20935 Swenson Drive
Internal Address:	Suite 400
City:	Wausheka
State/Country:	WISCONSIN
Postal Code:	53186
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5662762
Patent Number:	5607730
CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	4103853475
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Correspondent Name:	Miles & Stockbridge P.C.
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NAME OF SUBMITTER:	Kai Goodwin
Total Attachments: 9 source=Clover Patent Assignment#page2.tif source=Clover Patent Assignment#page3.tif source=Clover Patent Assignment#page4.tif source=Clover Patent Assignment#page5.tif	

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COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY

THIS COLLATERAL ASSIGNMENT OF PATENTS AS SECURITY (this "Assignment") is made as of this 15th day of December, 2009, by CLOVER INDUSTRIES, INC., a Wisconsin corporation (the "Assignor"), for the benefit of JPMORGAN CHASE BANK, N.A., a national banking association, for itself and in its capacity as administrative agent (the "Administrative Agent") and the lenders party to the Credit Agreement referred to below and for itself as lender under the EXIMBANK Financing Documents referred to below.

RECITALS

ARTICLE I

A. Simultaneously with the execution of this Assignment, the Assignor will become a wholly-owned Subsidiary of The Oilgear Company, a Wisconsin corporation ("Oilgear U.S.").

B. Oilgear U.S., the Assignor and the other Loan Parties, the Administrative Agent, and the "Lenders" (as defined therein) will enter into a Second Amended and Restated Credit Agreement dated as of even date herewith (as it may be amended or modified from time to time, the "Credit Agreement"), pursuant to which the Lenders will provide certain "Credit Facilities" to the Borrowers. All capitalized terms used, but not specifically defined herein, shall have the same meaning given such terms in the Credit Agreement.

C. Simultaneously, the Assignor will become a Borrower under the EXIMBANK-Guaranteed Financing, which is made available by Chase pursuant to the EXIMBANK Financing Documents.

D. It is a condition precedent, among others, to the Administrative Agent's and the Lenders' agreement to enter into the Credit Agreement and to make the Credit Facilities available to the Borrowers and to Chase's agreement to enter into the EXIMBANK Financing Documents and to make the EXIMBANK-Guaranteed Financing available to the Assignor that the Assignor enter into this Assignment in order to secure the full and prompt performance of the Borrowers of the Secured Obligations (as defined in the Credit Agreement) and to secure the full and prompt performance of the Assignor of the EXIMBANK Financing Obligations (as defined below). For purposes of this Assignment, the term "Lenders" means the lenders party to the Credit Agreement and Chase in its capacity as lender under the EXIMBANK-Guaranteed Financing, and their successors and assigns. For purposes of this Assignment, the term "EXIMBANK Financing Obligations" means all unpaid principal of and accrued and unpaid interest on the EXIMBANK-Guaranteed Financing, together with all accrued and unpaid fees and all expenses, reimbursements, indemnities and other obligations of the Assignor to Chase arising under the EXIMBANK Financing Documents.

E. The Assignor has adopted and is using or has a bona fide intention to use certain patents as listed on SCHEDULE A attached hereto and made a part hereof and has applied for or has pending the patents also as listed on SCHEDULE A. Unless otherwise clearly indicated by the context, such patents and applications shall be referred to herein collectively as the "Patents".

F. The Clover Security Agreement contains security agreements under which the Assignor has granted to the Administrative Agent a Lien on, and security interest in, certain assets of the Assignor associated with or relating to products sold under any one or more of the Patents and under which the Administrative Agent is entitled to foreclose or otherwise deal with the Patents under the terms and conditions set forth in the Credit Agreement and the Clover Security Agreement, as applicable.

G. The Administrative Agent and the Lenders desire to have the interest of the Administrative Agent in such Patents confirmed by a document identifying the same and in such form that it may be recorded in the United States Patent and Trademark Office.

H. As collateral security for the Secured Obligations, whether arising under the Loan Documents or otherwise, and as collateral security for the EXIMBANK Financing Obligations, whether arising under the EXIMBANK Financing Documents or otherwise, the Assignor has agreed to assign to the Administrative Agent, for itself and on behalf of the Lenders, the Patents.

NOW THEREFORE, with the foregoing Recitals being deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I ASSIGNMENT

In consideration of and pursuant to the terms of the Credit Agreement, each of the other Loan Documents and the EXIMBANK Financing Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure all of the Secured Obligations and the EXIMBANK Financing Obligations, the Assignor hereby grants and assigns, as collateral, to the Administrative Agent, for the ratable benefit of the Lenders and for the benefit of the Administrative Agent, all of its present and future right, title and interest in and to, and grants to the Administrative Agent a security interest in, Lien on, and collateral assignment of, the Patents, together with all of the Assignor's rights, title and interest in and to (a) any and all inventions and improvements described and claimed in such Patents and patent applications, (b) reissues, divisions, continuations, renewals, extensions and continuations-in-part of any Patents and patent applications, (c) income, royalties, damages, claims and payments now or hereafter due and/or payable under and with respect to any patents or patent applications, including, without limitation, damages and payments for past and future infringements, (d) rights to sue for past, present and future infringements of patents, and (e) all rights corresponding to any of the foregoing throughout the world.

Pursuant to a certain Intracreditor Subordination and Confirmation dated as of December 15, 2006, by and among the Administrative Agent, Chase and Oilgear U.S., as amended by that certain First Amendment to Intracreditor Subordination and Confirmation dated November 10, 2008, and by that certain Second Amendment to Intracreditor Subordination and Confirmation dated the same date as this Assignment by and among the Administrative Agent, Chase, Oilgear U.S., Oilgear International Corporation, Olmsted and the Assignor, and as otherwise amended,

restated, modified, substituted, extended and renewed from time to time), the security interests created hereby in favor of the Administrative Agent, on behalf of Chase, to secure the EXIMBANK Financing Obligations are subordinate to the security interest in favor of the Administrative Agent, on behalf of itself and the Lenders, to secure the Secured Obligations.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1 Patent Existence.

The Assignor represents and warrants to the Administrative Agent and the Lenders, and shall be deemed to represent and warrant to the Administrative Agent and the Lenders at the time any advance is made under any Credit Facility or the EXIMBANK-Guaranteed Financing, that based on the records of the United States Patent and Trademark Office and on the Assignor's knowledge:

2.1.1 Except as otherwise disclosed to the Administrative Agent from time to time consistent with the provisions of this Assignment, each of the Patents is subsisting, valid and enforceable in the United States.

2.1.2 Except as otherwise disclosed to the Administrative Agent from time to time consistent with the provisions of this Assignment, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patents, each of the Patents is free and clear of any Liens (other than Permitted Encumbrances and Liens permitted under Section 6.2 of the Credit Agreement), licenses, and other encumbrances including, without limitation, covenants by the Assignor not to sue third persons.

2.1.3 The Assignor has the right to enter into this Assignment and perform its terms.

ARTICLE III COVENANTS AND AGREEMENTS

Section 3.1 New Agreements, Patents and Consents.

The Assignor covenants that until all of the Secured Obligations (other than those contingent obligations that survive termination) and all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) have been paid and performed in full, all Commitments have been terminated or have expired and except as otherwise permitted by the Credit Agreement:

3.1.1 It will not enter into any agreement including, without limitation, license agreements that would have a Material Adverse Effect on the Patents or the Administrative Agent's rights under this Assignment.

3.1.2 It will exercise reasonable supervision over each of its present and future employees, agents and consultants which will enable the Assignor to comply with the covenants herein contained.

3.1.3 If the Assignor acquires rights or becomes entitled to the benefit of any patent, patent application, or patentable invention (other than the Patents), or becomes entitled to the benefit of any patent application or patent for any reissue, division, continuation, renewal, or extension, the provisions of this Assignment shall automatically apply thereto, and the Assignor shall give the Administrative Agent prompt written notice thereof along with an amended SCHEDULE A.

3.1.4 The Assignor shall, at the Administrative Agent's request, obtain consents to this Assignment where the Assignor's right to assign any Patents requires such consent.

Section 3.2 Maintenance.

3.2.1 Except as otherwise permitted by the provisions of the Credit Agreement or the Clover Security Agreement, the Assignor hereby covenants and agrees to maintain the Patents in full force and effect until all of the Secured Obligations (other than those contingent obligations that survive termination) are satisfied in full and all Commitments have been terminated or have expired and until all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) are satisfied in full and all commitments of Chase thereunder have been terminated or have expired.

3.2.2 Except as otherwise provided by the provisions of the Credit Agreement or the Clover Security Agreement, the Assignor shall have the duty to (a) prosecute diligently any patent application that is part of the Patents pending as of the date of this Assignment or thereafter to the extent the value of such application in the Assignor's business justifies such prosecution until the Secured Obligations (other than those contingent obligations that survive termination) and the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) shall have been satisfied in full and all Commitments have been terminated or have expired, (b) preserve and maintain all rights in such applications and/or Patents including but not limited to the payment of registration and renewal fees, if any and (c) upon reasonable written request of the Administrative Agent, to make federal patent application for patentable inventions to the extent the value of such application in the Assignor's business justifies such application. Except as otherwise permitted by the provisions of the Credit Agreement (including Section 6.05 thereof), Assignor shall not license, sell or otherwise dispose of any Patent or any pending application for patent registration used or useful in its business; provided, however that Assignor may elect to abandon Patents or pending applications for patent registration that are no longer used or useful in its business as determined by the Assignor in the ordinary course of its business.

3.2.3 Prior to the occurrence and continuance of an Event of Default, the Assignor shall have the right to bring suit in its own name to enforce the Patents, in which event the Administrative Agent may, if necessary, at its own expense, be joined as a nominal party to such suit if the Administrative Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. If suit is brought during the continuation of an Event of Default, the Assignor shall promptly, upon demand, reimburse and indemnify the Administrative Agent for all damages, costs and reasonable expenses, including attorneys' fees, as they are incurred by the Administrative Agent in the fulfillment of the provisions of this paragraph.

3.2.4 If the Assignor fails to comply with any of its obligations hereunder in any material respect, the Administrative Agent may do so in the Assignor's name or in the Administrative Agent's name, but at the Assignor's expense, and the Assignor hereby agrees to reimburse and indemnify the Administrative Agent in full for all reasonable expenses, including reasonable attorneys' fees, incurred by the Administrative Agent in protecting, defending and maintaining the Patents.

3.2.5 The Assignor will continue to use, for the duration of this Assignment, proper statutory identification in connection with its use of the Patents.

ARTICLE IV EVENTS OF DEFAULT; RIGHTS AND REMEDIES

Section 4.1 Assignor Use.

Prior to the occurrence and continuance of an Event of Default (a) the Assignor shall have an exclusive nontransferable right and license to use the Patents and (b) the Administrative Agent shall have no right to use the Patents or issue any exclusive or non-exclusive license under the Patents, or assign, pledge or otherwise transfer title in the Patents to any other party. Except as otherwise permitted by the Credit Agreement or the Clover Security Agreement, the Assignor agrees not to allow any Lien (other than Permitted Encumbrances and Liens permitted under Section 6.2 of the Credit Agreement) to attach to the license granted to the Assignor in this Section, without the prior written consent of the Administrative Agent, which consent will not be unreasonably withheld or delayed.

Section 4.2 Certain Administrative Agent Rights.

The Assignor hereby covenants and agrees that the Administrative Agent, as collateral assignee hereunder and as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of Wisconsin, and under any other applicable law, following an Event of Default and during the continuation thereof, upon notice to the Assignor, may terminate the license set forth in Section 4.1 and may take such other action permitted under the Clover Security Agreement or permitted by applicable laws, to foreclose upon the Patents covered hereby. For such purposes, and in the event of an Event of Default hereunder or in the Secured Obligations or the EXIMBANK Financing Obligations, the Assignor, upon the occurrence and during the continuation of an Event of Default, hereby authorizes and empowers the Administrative Agent to make, constitute and appoint any officer of Administrative Agent as the Administrative Agent may select, in its exclusive discretion, (with full power of substitution and delegation, in its exclusive discretion), as the Assignor's true and lawful attorney-in-fact, with the power, without notice to the Assignor, to endorse the Assignor's name on all applications, documents, papers and instruments in the name of the Administrative Agent or in the name of the Assignor or otherwise, for the use and benefit of the Administrative Agent to use the Patents or to grant or issue any exclusive or non-exclusive license under the Patents to anyone else, or necessary for the Administrative Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Patents to anyone else. This power of attorney shall be irrevocable for the life of this Assignment, the Credit Agreement, the Loan Documents, the EXIMBANK Financing Documents and other obligations, and until all of the Secured

Obligations to the Administrative Agent and the Lenders (other than those contingent obligations that survive termination) are satisfied in full and all Commitments have been terminated or otherwise have expired and until all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination) are satisfied in full and all commitments of Chase have been terminated or otherwise have expired.

Section 4.3 Rights and Remedies.

All rights and remedies herein granted to the Administrative Agent shall be in addition to any rights and remedies granted to the Administrative Agent and the Lenders under the Loan Documents or granted to Chase under the EXIMBANK Financing Documents.

Section 4.4 Re-Vesting of Assignor's Rights.

Upon the full payment and performance of all of the Secured Obligations (other than those contingent obligations that survive termination) and termination or expiration of all Commitments, and upon the full payment and performance of all of the EXIMBANK Financing Obligations (other than those contingent obligations that survive termination), the Administrative Agent shall, upon the Assignor's request and at the Assignor's expense, execute and deliver to the Assignor all documents reasonably necessary to terminate this Assignment and re-vest in the Assignor full title to the Patents.

Section 4.5 No Waiver.

No course of dealing between the Assignor and the Administrative Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or the Lenders, any right, power or privilege hereunder, under the Loan Documents or under the EXIMBANK Financing Documents, shall operate as a waiver thereof, and all of the Administrative Agent's and the Lenders' rights and remedies with respect to the Patents, whether established hereby or by the Loan Documents, or by any other future agreements among the Assignor, the Administrative Agent and the Lenders or by law, shall be cumulative and may be exercised singularly or concurrently.

ARTICLE V
MISCELLANEOUS

Section 5.1 Severability.

The provisions of this Assignment are severable, and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions, which shall continue unimpaired and in full force and effect.

Section 5.2 Successors and Assigns.

This Assignment shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties, and shall specifically inure, without limitation, to the benefit of each Person who may from time to time be the "Administrative Agent" or a

"Lender" under the Credit Agreement, or the lender under the EXIMBANK Financing Documents.

Section 5.3 Modification.

This Assignment is subject to modification only by a writing signed by the parties, and shall be subject to the terms, provisions and conditions set forth in the Credit Agreement, and may not be modified without the written consent of the party against whom enforcement is being sought.

Section 5.4 Captions and Headings.

The section headings in this Assignment are for convenience only, and shall not limit or otherwise affect any of the terms hereof.

Section 5.5 Governing Law.

This Assignment shall be governed by and construed in conformity with the laws of the State of Wisconsin.

[Signatures Follow on Next Page]

[Signature Page 1 of 1 to
Collateral Assignment of Patents as Security]
from Clover Industries, Inc. in favor of
JPMorgan Chase Bank, N.A., for itself and on behalf of the Lenders

IN WITNESS WHEREOF, the Assignor has executed this Assignment under seal, the
day and year first above written.

WITNESS OR ATTEST:

CLOVER INDUSTRIES, INC.

Christine Z. Pittman

By: Richard M. Ambrust (SEAL)
Name: Richard M. Ambrust
Title: Chief Executive Officer

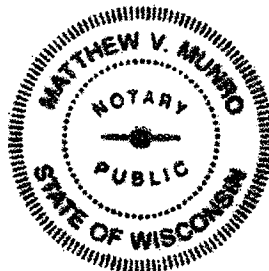
ACKNOWLEDGMENT

STATE OF WISCONSIN IN CITY/COUNTY OF MILWAUKEE TO WIT:

On this 11th day of December, 2009, before me personally appeared Richard M. Ambrust
to me known and being duly sworn, deposes and says that he is the CEO of
CLOVER INDUSTRIES, INC., a Wisconsin corporation, the Assignor; that he signed the
Assignment as CEO of such corporation pursuant to the authority vested in
him by law; that the within Assignment is the voluntary act of such corporation; and he desires
the same to be recorded as such.

Matthew V. Munro
Notary Public

My Commission Expires is permanent



SCHEDULE A

LIST OF PATENTS

TITLE OF PATENT	PATENT APPLICATION NO.	APPLICATION DATE	ISSUE DATE
Laser-Based System and Method for Stripping Coatings from Substrates	5,662,762	07/07/1995	09/02/1997
Method and Apparatus for Laser Coating	5,607,730	06/13/1996	03/04/1997