

# PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	SECURITY AGREEMENT										
<b>CONVEYING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;">Name</th> <th style="width: 30%;">Execution Date</th> </tr> </thead> <tbody> <tr> <td>United Conveyor Corporation</td> <td>12/28/2009</td> </tr> <tr> <td>United Conveyor Supply Company</td> <td>12/28/2009</td> </tr> <tr> <td>UCC Holdings Corporation</td> <td>12/28/2009</td> </tr> </tbody> </table>		Name	Execution Date	United Conveyor Corporation	12/28/2009	United Conveyor Supply Company	12/28/2009	UCC Holdings Corporation	12/28/2009		
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<b>RECEIVING PARTY DATA</b>											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>JPMorgan Chase Bank, N.A., as administrative agent</td> </tr> <tr> <td>Street Address:</td> <td>10 S. Dearborn</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60603</td> </tr> </table>		Name:	JPMorgan Chase Bank, N.A., as administrative agent	Street Address:	10 S. Dearborn	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60603
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<b>PROPERTY NUMBERS Total: 3</b>											
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<b>CORRESPONDENCE DATA</b>											
<p>Fax Number: (312)609-5005  <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (312) 609-7838          Email: podonoghue@vedderprice.com          Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.          Address Line 1: 222 North LaSalle Street          Address Line 2: Suite 2500          Address Line 4: Chicago, ILLINOIS 60601</p>											
ATTORNEY DOCKET NUMBER:	35343.00.0012										
NAME OF SUBMITTER:	Patricia O'Donoghue										

CH \$120.00 5775237

**501059049**

**PATENT**  
**REEL: 023741 FRAME: 0564**

**Total Attachments: 7**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), is dated as of December 28, 2009, by UNITED CONVEYOR CORPORATION, an Illinois corporation ("United Conveyor"), UNITED CONVEYOR SUPPLY COMPANY, an Illinois corporation ("United Conveyor Supply"), and UCC HOLDINGS CORPORATION, an Illinois corporation ("Holdings"; and together with United Conveyor and United Conveyor Supply, individually and collectively, the "Grantor"), each with an address of 2100 Norman Drive West, Waukegan, Illinois 60085, in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), whose address is 10 S. Dearborn, Chicago, Illinois 60603.

### RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with the Lenders and the Administrative Agent, pursuant to which such Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, the Grantor and/or its affiliates.

B. The Grantor has entered into a Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Lenders, 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 Credit 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 Lenders, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (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 or extensions thereof and all goodwill associated therewith;
- (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 Administrative Agent pursuant to the Security Agreement and 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

[SIGNATURE PAGES FOLLOW]

*Signature Page to Patent and Trademark Security Agreement*

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.

**GRANTOR:**

**UNITED CONVEYOR CORPORATION,**  
an Illinois corporation

By: Mark A. Springer  
Name: Mark A. Springer  
Title: Chief Financial Officer/Secretary

**UNITED CONVEYOR SUPPLY  
COMPANY,** an Illinois corporation

By: Mark A. Springer  
Name: Mark A. Springer  
Title: Chief Financial Officer/Secretary

**UCC HOLDINGS CORPORATION,** an  
Illinois corporation

By: Mark A. Springer  
Name: Mark A. Springer  
Title: Chief Financial Officer/Secretary

***Signature Page to Patent and Trademark Security Agreement***

Acknowledged:

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By 

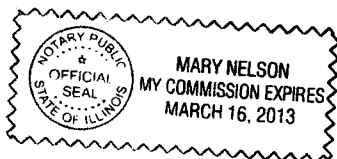
Joseph A. Luna

Senior Vice President

*Signature Page to Patent and Trademark Security Agreement*

STATE OF Illinois )  
 ) SS  
COUNTY OF Lake )

On this 11 day of December, 2009, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Mary Nelson  
Notary Public

**SCHEDULE 1  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

**TRADEMARKS**

<b>Name of Grantor</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration Number</b>
United Conveyor	UCC (stylized)	12/16/2003	2793784
United Conveyor	UCC	02/10/2004	2812198
United Conveyor	MAX	07/30/1985	1351361
United Conveyor	UCC (stylized)	04/15/1975	1008726
United Conveyor	JETPULSION	05/16/1950	0525174
United Conveyor	UCC	10/07/1969	0878043
United Conveyor	DUR-ROK	10/09/1973	0969990
United Conveyor	NUVA FEEDER	10/29/1963	0759170
United Conveyor	NUVALOY (stylized)	01/04/1955	0600268
United Conveyor	NUVASEAL	07/25/1944	0408161
United Conveyor	NUVASEAL (stylized)	09/19/1944	0409129
United Conveyor	DURITE (stylized)	06/23/1931	0284285
United Conveyor	HYDROVEYOR	10/06/1931	0287730

**TRADEMARK APPLICATIONS**

<b>Name of Grantor</b>	<b>Trademark Application</b>	<b>Application Filing Date</b>	<b>Application Serial Number</b>
None			

**TRADEMARK LICENSES**

<b>Name of Grantor</b>	<b>Name of Agreement</b>	<b>Date of Agreement</b>	<b>Parties to Agreement</b>
Holdings	License Agreement	November 4, 2009	Dry Sorbent Injection, LLC and Holdings



**SCHEDULE 2  
TO  
PATENT AND TRADEMARK SECURITY AGREEMENT**

**PATENTS**

<b>Name of Grantor</b>	<b>Patent Description</b>	<b>Patent Number</b>	<b>Issue Date</b>
United Conveyor	Dry bottom ash handling system	5,775,237	07/07/1998
United Conveyor	Apparatus and method for locating sediment in a container	5,148,700	09/22/1992

**PATENT APPLICATIONS**

<b>Name of Grantor</b>	<b>Patent Application</b>	<b>Application Filing Date</b>	<b>Publication Number</b>
United Conveyor	11698017	01/25/2007	2008/0178953