### PATENT ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

ASSIGNMENT FOR SECURITY

NATURE OF CONVEYANCE: ASSIGNMENT FOR SECURITY

#### **CONVEYING PARTY DATA**

Name	Execution Date
Elgin Equipment Group, LLC	12/31/2009
Elgin Fastener Group, LLC	12/31/2009

#### RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as agent		
Street Address:	2450 Colorado Avenue		
Internal Address:	Suite 3000		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		

#### PROPERTY NUMBERS Total: 5

Property Type	Number		
Patent Number:	7534358		
Patent Number:	5256289		
Patent Number:	5676835		
Patent Number:	5720879		
Patent Number:	5667681		

## **CORRESPONDENCE DATA**

Fax Number: (212)593-5955

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

Phone: 212-756-2494

Email: watt.wanapha@srz.com

Correspondent Name: W. Wanapha c/o Schulte Roth & Zabel LLP

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Address Line 4: New York, NEW YORK 10022

**PATENT** 

REEL: 023839 FRAME: 0414

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ATTORNEY DOCKET NUMBER:	025983.0079		
NAME OF SUBMITTER:	Watt Wanapha (025983-0079)		
Total Attachments: 3 source=Patent Assignment for Elgin Equipment Group, LLC#page1.tif source=Patent Assignment for Elgin Equipment Group, LLC#page2.tif source=Patent Assignment for Elgin Equipment Group, LLC#page3.tif			

PATENT REEL: 023839 FRAME: 0415

### ASSIGNMENT FOR SECURITY

### (PATENTS)

WHEREAS, Elgin Equipment Group, LLC, a Delaware limited liability company (the "<u>EGL Parent</u>") and Elgin Fastener Group, LLC, a Delaware limited liability company ("<u>FGL Parent</u>" and together with EGL Parent, each an "<u>Assignor</u>" and collectively, the "<u>Assignors</u>"), hold all right, title and interest in the letter patent, design patent and/or utility patent listed on the annexed <u>Schedule A</u>, which patent is issued or applied for in the United States Patent and Trademark Office (the "<u>Patents</u>");

WHEREAS, pursuant to the Joinder Agreement, dated as of the date hereof, by and among the Assignors and Wells Fargo Foothill, Inc., as agent for certain lenders (the "Assignee"), each of the Assignors were joined as parties to the Patent Security Agreement, dated as of February 10, 2003 (as amended, restated or otherwise modified from time to time, the "Security Agreement"), in favor of the Assignee;

WHEREAS, pursuant to the Security Agreement, the Assignors have assigned to the Assignee, and granted to the Assignee for the benefit of the lenders, a continuing security interest in all right, title and interest of the Assignors 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 all Obligations (as defined in the Third Amended and Restated Loan and Security Agreement, dated as of December 31, 2009 among Elgin National Industries, Inc. a Delaware corporation ("ENI Parent"), the Assignors and certain Subsidiaries of ENI Parent and the Assignors identified on the signature pages thereof (such Subsidiaries, together with ENI Parent and the Assignors, each a "Borrower" and collectively, the "Borrowers"), the lenders time to time party thereto, and the Assignee as agent (as amended, restated or otherwise modified from time to time, the "Loan Agreement"));

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby grant, assign, transfer and convey unto the Assignee for the benefit of the lenders, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of all Obligations.

The Assignors hereby further acknowledge and affirm that the rights and remedies of the Assignee 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.

PATENT REEL: 023839 FRAME: 0416 IN WITNESS WHEREOF, each Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of December 31, 2009.

## **ASSIGNORS**:

ELGIN EQUIPMENT GROUP, LLC,

a Delaware limited liability company

y: <u>// /</u> Name:

Name: David Ha

Title: President

ELGIN FASTENER GROUP, LLC,

a Delaware limited liability company

y: \_\_\_\_\_

David Hall

Title: Senior Vice President

# SCHEDULE A TO ASSIGNMENT FOR SECURITY

# (PATENT)

Owner	Title	Country	Application No.	Patent No.
Elgin Equipment Group, LLC	Horizontal vibratory centrifuge apparatus	U.S.	11/385236	7534358
Elgin Equipment Group, LLC	Centrifugal Separator incorporating structure to reduce abrasive wear	U.S.	07/787814	5256289
Elgin Equipment Group, LLC	Horizontal vibratory centrifuge	U.S.	08/287494	5676835
Elgin Equipment Group, LLC	Centrifugal separator with angulated vanes	U.S.	08/598244	5720879
Elgin Equipment Group, LLC	Flight tip extensions for centrifugal separator	U.S.	08/627106	5667681

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**RECORDED: 01/25/2010** 

PATENT REEL: 023839 FRAME: 0418