

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Cleaver-Brooks, Inc.	05/05/2010
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent
Street Address:	1111 Fannin Street
Internal Address:	10th Floor, TX2-F046
City:	Houston
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5335628
Patent Number:	7409301
CORRESPONDENCE DATA	
Fax Number:	(650)251-5002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	650-251-5054
Email:	jnull@stblaw.com
Correspondent Name:	Noah Richmond
Address Line 1:	2550 Hanover Street
Address Line 2:	Simpson Thacher & Bartlett LLP
Address Line 4:	Palo Alto, CALIFORNIA 94304
ATTORNEY DOCKET NUMBER:	509265/1497
NAME OF SUBMITTER:	J. Jason Mull
<p>Total Attachments: 5</p> <p>source=Cleaver-Brooks-JPM Pat SI Grant Short Form (ABL)#page1.tif</p>	

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GRANT OF
SECURITY INTEREST IN PATENT RIGHTS

This GRANT OF SECURITY INTEREST IN PATENT RIGHTS ("Agreement"), effective as of May 5, 2010 is made by Cleaver-Brooks, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as US Collateral Agent (the "Agent") for the Secured Parties, parties to the Credit and Guarantee Agreement, dated as of May 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cleaver-Brooks Inc., (the "Borrower"), Cleaver-Brooks Holdings, Inc., Cleaver-Holdings Inc., Cleaver-Brooks of Canada Limited, and other Grantors from time to time parties to the Credit Agreement, the Lenders, and , as JPMorgan Chase Bank, N.A., as US Collateral Agent, Administrative Agent, and Issuing Bank, and JPMorgan Chase Bank, N.A., Toronto Branch as Canadian Administrative Agent and Canadian Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of May 5, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Patents (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

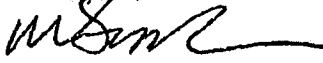
Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

Cleaver-Brooks, Inc.

By: 
Name: MARC SAPER
Title: VP/CEO
Date: 5/31/10

[Signature Page to Patent Security Agreement]

JPMorgan Chase Bank, N.A.,
as US Collateral Agent

By: 
Name: Richard Duker
Title: Managing Director

[Signature Page to Patent Security Agreement]

SCHEDULE A

U.S. Issued Patents

<u>Company</u>	<u>Title</u>	<u>Patent No.</u>	<u>Registration Date</u>
Cleaver-Brooks, Inc.	Integrated Boiler/Fuel Cell System	5,335,628	08/09/1994
Cleaver-Brooks, Inc.	Boiler Water Level Monitoring and Control System	7,409,301	08/05/2008