

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
Center-Moeller Products LLC	04/04/2011
RECEIVING PARTY DATA	
Name:	Capital One Leverage Finance Corp., as Agent
Street Address:	1415 West 22nd Street, Suite 750E
City:	Oak Brook
State/Country:	ILLINOIS
Postal Code:	60523
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5829153
CORRESPONDENCE DATA	
Fax Number:	(312)863-7865
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-201-3865
Email:	sharon.patterson@goldbergkohn.com
Correspondent Name:	Sharon Patterson, Paralegal
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.
Address Line 2:	Ste 3300
Address Line 4:	Chicago, ILLINOIS 60603
ATTORNEY DOCKET NUMBER:	5810.007
NAME OF SUBMITTER:	Sharon Patterson
Total Attachments: 8 source=center ip#page1.tif source=center ip#page2.tif source=center ip#page3.tif source=center ip#page4.tif source=center ip#page5.tif source=center ip#page6.tif source=center ip#page7.tif source=center ip#page8.tif	

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**PATENT, TRADEMARK AND COPYRIGHT
SECURITY AGREEMENT**

This Patent, Trademark and Copyright Security Agreement (this "Agreement") is made as of the 4th day of April, 2011 between Center-Moeller Products LLC, a Delaware limited liability company ("Company"), and Capital One Leverage Finance Corp., as agent ("Agent") for its own benefit and the benefit of the Lenders party to the Credit Agreement described below.

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith by and among Company, Center Manufacturing, Inc., as Borrower ("Borrower"), the other "Loan Parties" signatory thereto (together with Company and Borrower, the "Loan Parties" and each a "Loan Party"), Agent and the Lenders party thereto (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed to make certain loans and extend certain other financial accommodations to Borrower, which owns 100% of the equity interests of Company;

WHEREAS, a certain Security Agreement of even date herewith among the Loan Parties and Agent (the "Security Agreement") grants to Agent, for its own benefit and the benefit of the Lenders, among other things, a continuing security interest in certain of the Loan Parties' assets, including, without limitation, their patents, patent rights and applications therefor, trademarks and applications therefor, copyrights and all applications and registrations therefor, license rights and goodwill;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company hereby agrees as follows:

1. Incorporation of Security Agreement; Credit Agreement Definitions. The Security Agreement and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Credit Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Secured Obligations, Company hereby grants to Agent, for its own benefit and on behalf of the Lenders, a continuing security interest in Company's entire right, title and interest in and to any and all of its now owned or existing and hereafter acquired or arising:

(a) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents and patent applications listed on Schedule A attached hereto, and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Patents");

(b) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations and copyright applications, including, without limitation, the copyright registrations and applications listed on Schedule B attached hereto, and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or

with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (collectively, the "Copyrights");

(c) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, the trademarks and applications listed in Schedule C attached hereto and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing, except for any intent-to-use applications for which a "Statement of Use" has not yet been filed (collectively, the "Trademarks"); and

(d) rights corresponding to any of the foregoing throughout the world and the goodwill of Company's business connected with the use of and symbolized by the Trademarks.

In addition to, and not by way of limitation of, all other rights granted to Agent under this Agreement, Company hereby assigns, transfers and conveys, effective upon the occurrence and during the continuance of any Default, to Agent, for its own benefit and on behalf of the Lenders, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable Agent to realize on such property and any successor or assign to enjoy the benefits thereof. This right and assignment shall inure to the benefit of Agent and its successors, assigns and transferees, whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise. Such right and assignment is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty or license fee) be made to Company or any other Person by Agent (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Secured Obligations).

3. Reports of Applications. The Patents, Copyrights and Trademarks listed on Schedules A, B and C, respectively, constitute all of the federally registered patents, copyrights and trademarks, and all of the federal applications therefor owned by Company. Company shall provide Agent on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Company subsequent to the issuance of the previous list, which patents, copyrights and trademarks, if any, shall be subject to the terms and conditions of the Security Agreement and this Agreement.

4. Effect on Credit Agreement; Cumulative Remedies. Company acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent or the Lenders under the Credit Agreement or the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent and the Lenders with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Credit Agreement or the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. NOTWITHSTANDING ANY PROVISION HEREIN CONTAINED TO THE CONTRARY, NEITHER AGENT NOR ANY LENDER SHALL HAVE THE RIGHT TO USE AND ENFORCE THE PATENTS, COPYRIGHTS AND TRADEMARKS UNLESS AND UNTIL THE OCCURRENCE OF A DEFAULT, AND UNTIL THE OCCURRENCE OF A DEFAULT, COMPANY SHALL HAVE ALL OF SUCH RIGHTS.

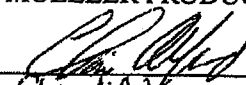
5. Binding Effect; Benefits. This Agreement shall be binding upon Company and its respective successors and assigns, and shall inure to the benefit of Agent and its successors and assigns.

6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AGREEMENT.

[signature pages follow]

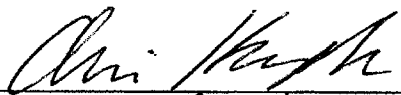
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

CENTER-MOELLER PRODUCTS LLC

By: 
Name: Chris Aldred
Title: VP & CEO

Accepted and Agreed to:

CAPITAL ONE LEVERAGE FINANCE CORP.,
as Agent

By 
Its Senior Vice President

SCHEDULE A

PATENTS

PATENT DESCRIPTION	US PATENT NUMBER	REGISTRATION DATE
Lockable cap assembly	5,829,153	11/03/1998

SCHEDULE B

COPYRIGHT REGISTRATIONS

COPYRIGHT	REGISTRATION NUMBER	REGISTRATION DATE
None.		

SCHEDULE C

TRADEMARK REGISTRATIONS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
LOCK 'N SEAL	2,239,748	04/13/1999
EASY GRIP	1,123,586	08/07/1979