

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:	Patriot Capital II, L.P.
Street Address:	509 S. Exeter Street
Internal Address:	Suite 210
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5829153
CORRESPONDENCE DATA	
Fax Number:	(202)756-9299
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	410-385-3426
Email:	david.adams@thomsonreuters.com
Correspondent Name:	Melissa Messina
Address Line 1:	10 Light Street
Address Line 2:	Miles & Stockbridge P.C.
Address Line 4:	Baltimore, MARYLAND 21202
ATTORNEY DOCKET NUMBER:	G4032-12
NAME OF SUBMITTER:	David Adams
Total Attachments: 8 source=CMI IP Agreement (2) (2)#page1.tif source=CMI IP Agreement (2) (2)#page2.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 ("Center-Moeller"), and Patriot Capital II, L.P. ("Purchaser").

W I T N E S S E T H

WHEREAS, pursuant to a certain Note Purchase Agreement of even date herewith by and among Center-Moeller, Center Manufacturing, Inc. ("Center"), Center Manufacturing Holdings, Inc. ("Parent"; Parent, Center and Center-Moeller, collectively, the "Companies" and each individually, a "Company"), and the Purchaser (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), the Purchaser has agreed to purchase the Purchase Note (as defined in the Note Purchase Agreement);

WHEREAS, a certain Security Agreement of even date herewith among the Companies and the Purchaser (the "Security Agreement") grants to the Purchaser, among other things, a continuing security interest in certain of the Companies' 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, Center-Moeller hereby agrees as follows:

1. Incorporation of Security Agreement; Note Purchase 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 Note Purchase Agreement.

2. Grant of Security Interest. To secure the complete and timely payment and satisfaction of the Obligations, Center-Moeller hereby grants to the Purchaser a continuing security interest in Center-Moeller'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 Center-Moeller'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 the Purchaser under this Agreement, Center-Moeller hereby assigns, transfers and conveys, effective upon the occurrence and during the continuance of any Default, to the Purchaser, all of the Patents, Copyrights and Trademarks, together with the rights and goodwill described in clause (d) above to the extent necessary to enable the Purchaser 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 the Purchaser 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 Center-Moeller or any other Person by the Purchaser (except that if the Purchaser shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the 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 Center-Moeller. Center-Moeller shall provide the Purchaser on an annual basis with a list of all patents, copyrights and trademarks issued or applied for by Center-Moeller 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 Note Purchase Agreement; Cumulative Remedies. Center-Moeller acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Purchaser under the Note Purchase 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 the Purchaser with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Note Purchase 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, THE PURCHASER SHALL NOT 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, CENTER-MOELLER SHALL HAVE ALL OF SUCH RIGHTS.

5. Binding Effect; Benefits. This Agreement shall be binding upon Center-Moeller and its respective successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

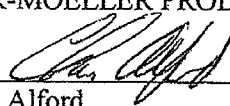
6. APPLICABLE LAW; SEVERABILITY. THIS AGREEMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE MARYLAND UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF MARYLAND, EXCEPT FOR THE PERFECTION 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: \_\_\_\_\_

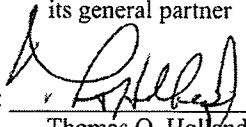
  
Chris Alford

Chief Financial Officer

Accepted and Agreed to:

PATRIOT CAPITAL II, L.P.,  
as the Purchaser

By: Patriot Partners II, LLC,  
a Delaware limited liability company,  
its general partner

By:  (Seal)  
Thomas O. Holland, Jr.  
Managing Member

**SCHEDULE A**

**PATENTS**

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



**SCHEDULE B**

**COPYRIGHT REGISTRATIONS**

<b>COPYRIGHT</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>
None.		

**SCHEDULE C**

**TRADEMARK REGISTRATIONS**

United States

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

Canada

MARK	NUMBER	DATE REGISTERED	STATUS
EASY GRIP	TMA263796	10/30/1981	Registered  Renewal Due: October 30, 2011