

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
Electronic Design for Industry, Inc.	04/30/2012
RECEIVING PARTY DATA	
Name:	BMO Harris Bank N.A., successor-by-merger to M&I Marshall & Ilsley Bank
Street Address:	770 North Water Street
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7350581
CORRESPONDENCE DATA	
Fax Number:	(414)978-8675
Phone:	414 277 5675
Email:	marta.levine@quarles.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Marta S. Levine
Address Line 1:	Quarles & Brady LLP
Address Line 2:	411 East Wisconsin Avenue
Address Line 4:	Milwaukee, WISCONSIN 53202
ATTORNEY DOCKET NUMBER:	630027.00231
NAME OF SUBMITTER:	Marta S. Levine
Total Attachments: 5 source=Security Interest IP Electronic Design for Industry BMO Harris Bank#page1.tif source=Security Interest IP Electronic Design for Industry BMO Harris Bank#page2.tif source=Security Interest IP Electronic Design for Industry BMO Harris Bank#page3.tif source=Security Interest IP Electronic Design for Industry BMO Harris Bank#page4.tif source=Security Interest IP Electronic Design for Industry BMO Harris Bank#page5.tif	

CH \$40.00 7350581

**CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS (the "Confirmatory Assignment") is made effective as of May 4, 2012, by and from ELECTRONIC DESIGN FOR INDUSTRY, INC., an Ohio corporation (the "Assignor"), whose principal address is 300 North LaSalle Street, Suite 5400, Chicago, Illinois 60654, to and in favor of BMO HARRIS BANK N.A., successor-by-merger to M&I Marshall & Ilsley Bank, a national banking association, whose address is 770 North Water Street, Milwaukee, Wisconsin 53202, for itself and as agent (the "Assignee") for the lenders (the "Lenders") from time to time parties to that certain Amended and Restated Loan Agreement dated as of the date hereof by and among Hy-Bon Engineering Company, Inc., a Delaware corporation, EDI Holding Company, LLC, a Delaware limited liability company, Assignor, Assignee and the Lenders, as amended or amended and restated from time to time.

WHEREAS, Assignor and Assignee have entered into a Security Agreement of even date herewith (as amended or amended and restated from time to time, the "Security Agreement") pursuant to which Assignor has granted Assignee, for the benefit of the Lenders, a security interest in all of Assignor's personal property and assets;

WHEREAS, Assignor is the owner of the patents (the "Patents"), the trademarks and the goodwill of the business in connection therewith (the "Trademarks"), and the copyrights (the "Copyrights"), all listed on Exhibit A attached hereto, which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Assignee under the Security Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations [of Assignor, pursuant to the Security Agreement]. Upon the payment in full of all Obligations, Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to Assignor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights acquired under this Confirmatory Assignment.

- (b) The Assignor hereby assigns and grants to Assignee, for the benefit of the Lenders, a security interest in (1) all of Assignor's right, title and interest in and to the Patents, Trademarks, and Copyrights set forth on Exhibit A, now owned or from time to time after the date hereof owned or acquired by the Assignor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.
- (c) The rights and remedies of Assignee and the Lenders with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

(Signature Pages Follow)

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment effective as of the above-indicated date.

**ELECTRONIC DESIGN FOR INDUSTRY,
INC.**

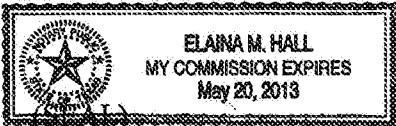
By: 
Name: Richard Snow
Title: Chief Financial Officer and Assistant Secretary

Signature Page to Confirmatory Assignment of Security Interest
in United States Patents and Trademarks

PATENT
REEL: 028156 FRAME: 0266

STATE OF TEXAS)
) SS.
Midland COUNTY)

Richard Snow, known to me to be the CFO and Asst. Secretary of Electronic Design for Industry, Inc., personally came before me this 30th day of April, 2012, and executed or acknowledged to me that he executed the foregoing Confirmatory Assignment of Security Interest in United States Patents, Trademarks, and Copyrights on behalf of Electronic Design for Industry, Inc. and pursuant to authority duly received.



Elana M. Hall
Notary Public, State of TEXAS
My Commission 5/20/13

Notary Page to Confirmatory Assignment of Security Interest
in United States Copyrights

PATENT
REEL: 028156 FRAME: 0267

CONFIRMATORY ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES PATENTS, TRADEMARKS, AND COPYRIGHTS

Exhibit A – SCHEDULE OF PATENTS, TRADEMARKS, AND COPYRIGHTS

Trademarks: None.

Patents:

Registration Number	Registration Date	Name/Title	Registrant
U.S. Patent No. 7,350,581	April 1, 2008	Vapor recovery system	Electronic Design for Industry, Inc.

Copyrights:

Registration Number	Registration Date	Name/Title	Registrant
U.S. Copyright No. TX0007042548	March 16, 2009	D Web	Electronic Design for Industry, Inc.
U.S. Copyright No. TX0005405552	June 29, 2001	Well tender's Companion	Electronic Design for Industry, Inc.