

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																												
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																												
CONVEYING PARTY DATA																													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Chemco Manufacturing Co., Inc.</td> <td>10/31/2012</td> </tr> <tr> <td>Filtran LLC</td> <td>10/31/2012</td> </tr> <tr> <td>Filtration Group LLC</td> <td>10/31/2012</td> </tr> </tbody> </table>		Name	Execution Date	Chemco Manufacturing Co., Inc.	10/31/2012	Filtran LLC	10/31/2012	Filtration Group LLC	10/31/2012																				
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<table border="1"> <tr> <td>Name:</td> <td>Bank of Montreal, as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>111 West Monroe Street</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60603</td> </tr> </table>		Name:	Bank of Montreal, as Administrative Agent	Street Address:	111 West Monroe Street	City:	Chicago	State/Country:	ILLINOIS	Postal Code:	60603																		
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PROPERTY NUMBERS Total: 41																													
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Patent Number:	D420682
Patent Number:	D466969
Patent Number:	6432307
Patent Number:	6394162
Patent Number:	6193833
Patent Number:	D458276
Patent Number:	D458275
Patent Number:	D463803
Patent Number:	D457893
Patent Number:	D464062
Patent Number:	6782917
Patent Number:	6972087
Patent Number:	D491194
Patent Number:	D496669
Patent Number:	7261814
Patent Number:	7258789
Patent Number:	D452896
Patent Number:	7469906
Patent Number:	D551319
Patent Number:	7090773
Patent Number:	7704396
Patent Number:	7704397
Patent Number:	D570950
Patent Number:	8052867
Patent Number:	5607637
Patent Number:	7087160
Application Number:	13245064
Application Number:	13325932

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:

3630.156

NAME OF SUBMITTER:

Sharon Patterson

Total Attachments: 7

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GRANT OF A SECURITY INTEREST -- PATENTS

This Patent Security Agreement (this "Patent Security Agreement") is made as of October 31, 2012, by CHEMCO MANUFACTURING CO., INC., a Delaware corporation ("Chemco"), FILTRAN LLC, a Delaware limited liability company ("Filtran"), and FILTRATION GROUP LLC, a Delaware limited liability company ("Filtration Group"; together with Chemco and Filtran, each a "Grantor" and collectively the "Grantors"), in favor of BANK OF MONTREAL, in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, each Grantor holds all right, title and interest in the respective letter patents, design patents and utility patents listed on the attached Schedule A, which patents are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantors and certain of their affiliates have entered into a Pledge and Security Agreement, dated October 31, 2012 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of such Grantor 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 the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee 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.

This Patent Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

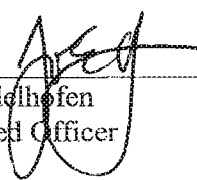
GRANTORS:

CHEMCO MANUFACTURING CO., INC.
FILTRAN LLC
FILTRATION GROUP LLC

Each By: _____

Name: John Udelhofen

Title: Authorized Officer

A handwritten signature in black ink, appearing to read 'J. Udelhofen', is written over a horizontal line. The signature is stylized with a large, looped 'J' and a cursive 'Udelhofen'.

SCHEDULE A TO GRANT OF A SECURITY INTEREST

PATENT NO.	ISSUE DATE	TITLE	OWNER
6,099,612	August 8, 2000	Side Access Filter Support and Sealing System	Filtration Group, Inc. (merged with and into Filtration Group LLC on 12/15/10)
6,159,316	December 12, 2000	Gas Filtration	Filtration Group, Inc. (merged with and into Filtration Group LLC on 12/15/10)
6,258,142	July 10, 2001	Multi-Pocket Filter	Filtration Group, Inc. (merged with and into Filtration Group LLC on 12/15/10)
6,955,696	October 18, 2005	Filter Frame and Assembly	Filtration Group, Inc. (merged with and into Filtration Group LLC on 12/15/10)
7,156,891	January 2, 2007	Forced Air System Air Filter	Filtration Group, Inc. (merged with and into Filtration Group LLC on 12/15/10)
D544,949	June 19, 2007	Air Filter	Filtration Group, Inc. (merged with and into Filtration Group LLC on 12/15/10)
7,753,977	July 13, 2010	Air Filtration System Having a Movable Diffuser	Filtration Group, Inc. (merged with and into Filtration Group LLC on 12/15/10)
6,231,646	May 15, 2001	Paint Overspray Exhaust Air Filter	Chemco Manufacturing Co., Inc.
5,063,926	November 12, 1991	Respirator Cartridge with Sealant Dispersion Member	Donaldson Company, Inc. ¹
5,222,488	June 29, 1993	Respirator Air Filter Cartridge with a Replaceable Filter Element	Donaldson Company, Inc. ¹

¹ Assigned to Filtration Group LLC (successor to Filtration Group, Incorporated) pursuant to that certain Patent Assignment dated December 17, 1998 by and between Donaldson Company, Inc. and Filtration Group, Incorporated.

PATENT NO.	ISSUE DATE	TITLE	OWNER
5,647,356	July 15, 1997	Respirator Cartridge with Sealing Fit Test Structure and Method of Use	Donaldson Company, Inc. ¹

TITLE	OWNER(S)	JURIS.	DATE FILED	APP. #	STATUS	GRANT DATE	PATENT #	PUB. #	PUB. DATE
TRANSMISSION FLUID FILTER	Filtran LLC	US	23-Dec-98	29098271	Issued	22-Feb-00	D421025		
TRANSMISSION FLUID FILTER	Filtran LLC	US	16-Mar-99	29102047	Issued	11-Apr-00	D422600		
TRANSMISSION FILTER ASSEMBLY	Filtran LLC	US	16-Mar-99	29102048	Issued	15-Feb-00	D420682		
FUEL/WATER SEPARATING FILTER ASSEMBLY	Filtran LLC	US	14-Aug-01	29146604	Issued	10-Dec-02	D466969		
METHOD OF LASER WELDING TRANSMISSION FILTER HOUSING COMPONENTS	Filtran LLC	US	1-Dec-00	9728328	Issued	13-Aug-02	6432307	2001- 0000894	
FLUID FILTER MANUFACTURING APPARATUS	Filtran LLC	US	1-Dec-00	9728322	Issued	28-May-02	6394162		
METHOD OF LASER WELDING TRANSMISSION FILTER HOUSING COMPONENTS	Filtran LLC	US	1-Sep-99	9387807	Issued	27-Feb-01	6193833		
TRANSMISSION FLUID FILTER	Filtran LLC	US	15-Jun-01	29143477	Issued	4-Jun-02	D458276		
TRANSMISSION FLUID FILTER	Filtran LLC	US	15-Jun-01	29143457	Issued	4-Jun-02	D458275		
TRANSMISSION FLUID FILTER	Filtran LLC	US	15-Jun-01	29143456	Issued	1-Oct-02	D463803		
TRANSMISSION FLUID FILTER	Filtran LLC	US	30-Jul-01	29145684	Issued	28-May-02	D457893		
TRANSMISSION FLUID FILTER	Filtran LLC	US	25-Jun-01	29143953	Issued	8-Oct-02	D464062		
RECIPROCATING CONE ANTI- DRAINBACK	Filtran LLC	US	24-Oct-01	9983321	Issued	31-Aug-04	6782917		

TITLE	OWNER(S)	JURIS.	DATE FILED	APP.#	STATUS	GRANT DATE	PATENT #	PUB.#	PUB. DATE
TRANSMISSION SUMP FILTER WITH BYPASS VALVE	Filtran LLC	US	8-May-03	10431363	Issued	6-Dec-05	6972087		
TRANSMISSION FILTER	Filtran LLC	US	18-Apr-03	29180024	Issued	8-Jun-04	D491194		
TRANSMISSION FILTER	Filtran LLC	US	31-Oct-03	29192876	Issued	28-Sep-04	D496669		
NON-PLANAR MEDIA TRANSMISSION FILTER APPARATUS AND METHOD	Filtran LLC	US	20-Apr-04	10827428	Issued	28-Aug-07	7261814	2005- 0230324	
NON-PLANAR MEDIA TRANSMISSION FILTER APPARATUS AND METHOD WITH TRAY	Filtran LLC	US	20-Apr-04	10827286	Issued	21-Aug-07	7258789	2005- 0230323	
FUEL/WATER SEPARATING FILTER ASSEMBLY	Filtran LLC	US	8-Dec-00	29133882	Issued	8-Jan-02	D452896		
FILTER LIP SEAL AND METHOD	Filtran LLC	US	1-Jul-05	11171185	Issued	30-Dec-08	7469906	2007- 0001402	
FLUID FILTER	Filtran LLC	US	14-Apr-06	29257769	Issued	18-Sep-07	D551319		
COAXIAL FULL- FLOW AND BYPASS OIL FILTER	Filtran LLC	US	15-Dec-03	10734977	Issued	15-Aug-06	7090773	2005- 0126965	
COAXIAL FULL- FLOW AND BYPASS OIL FILTER	Filtran LLC	US	21-Jun-06	11471548	Issued	27-Apr-10	7704396	2006- 0278569	

TITLE	OWNER(S)	JURIS.	DATE FILED	APP. #	STATUS	GRANT DATE	PATENT #	PUB. #	PUB. DATE
COAXIAL FULL- FLOW AND BYPASS OIL FILTER HAVING CAP WITH BLADES	Filtran LLC	US	21-Jun-06	11471549	Issued	27-Apr-10	7704397	2006- 0278570	
FLUID FILTER	Filtran LLC	US	11-Apr-06	29257768	Issued	10-Jun-08	D570950		
DUAL MEDIA FLUID FILTER	Filtran LLC	US	26-Sep-11	13245064	Pending			US- 2012- 0012517- A1	
DUAL MEDIA FLUID FILTER	Filtran LLC	US	24-Dec-08	12343939	Issued	8-Nov-11	8052867	2009- 0250410	
DUAL MEDIA FLUID FILTER	Filtran LLC	US	14-Dec-11	13325932	Pending			US- 2012- 0160759- A1	
METHOD OF MANUFACTURING A TRANSMISSION FLUID FILTER	Filtran LLC; IBS Kunststoff/Metallizerzeugnisse GmbH	US	6-Jun-95	8467579	Issued	4-Mar-97	5607637		4-Mar-97
OUTSIDE-IN FLOW ENGINE AND TRANSMISSION FILTER AND METHOD	Filtran LLC	US	29-May-03	10446860	Issued	8-Aug-06	7087160	2004- 0237485	2-Dec-04