

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECOND AMENDMENT TO PATENT ASSIGNMENT AND SECURITY AGREEMENT												
CONVEYING PARTY DATA													
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>FISHER-KLOSTERMAN, INC.</td> <td>04/16/2013</td> </tr> </tbody> </table>		Name	Execution Date	FISHER-KLOSTERMAN, INC.	04/16/2013								
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<table border="1"> <tr> <td>Name:</td> <td>FIFTH THIRD BANK</td> </tr> <tr> <td>Street Address:</td> <td>38 Fountain Square Plaza, MD 10908F</td> </tr> <tr> <td>Internal Address:</td> <td>Attn: Structured Finance Group</td> </tr> <tr> <td>City:</td> <td>Cincinnati</td> </tr> <tr> <td>State/Country:</td> <td>OHIO</td> </tr> <tr> <td>Postal Code:</td> <td>45263</td> </tr> </table>		Name:	FIFTH THIRD BANK	Street Address:	38 Fountain Square Plaza, MD 10908F	Internal Address:	Attn: Structured Finance Group	City:	Cincinnati	State/Country:	OHIO	Postal Code:	45263
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CORRESPONDENCE DATA													
Fax Number:	2025339099												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Phone:	202-467-8800												
Email:	jspiantanida@vorys.com, dharcher@vorys.com												
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Address Line 2:	Attn: Christopher M. Ott												
Address Line 4:	Columbus, OHIO 43216												
ATTORNEY DOCKET NUMBER:	005252-173/1707/FK2NDPAT												
NAME OF SUBMITTER:	Christopher M. Ott												
Signature:	/christopher m. ott/												

PATENT

Date:

06/14/2013

Total Attachments: 5

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A FIFTH THIRD BANCORP BANK**SECOND AMENDMENT TO
PATENT ASSIGNMENT AND SECURITY AGREEMENT**

THIS SECOND AMENDMENT TO PATENT ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") is entered into as of April 16, 2013 (the "Effective Date") by and between FISHER-KLOSTERMAN, INC., formerly known as FKI Acquisition Corp., a Delaware corporation, whose principal place of business and mailing address is 4625 Red Bank Road, Suite 200, Cincinnati, Ohio 45227 (hereinafter "Debtor"), and FIFTH THIRD BANK, an Ohio banking corporation (hereinafter sometimes "Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (hereinafter collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender have entered into the Amended and Restated Credit Agreement dated as of June 30, 2010, among Debtor, certain of Debtor's affiliates and Lender, as amended by the First Amendment to Amended and Restated Credit Agreement dated as of March 22, 2013 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Credit Agreement, Debtor has executed and delivered to Lender the Patent Assignment and Security Agreement dated as of February 29, 2008, as amended by the First Amendment to Patent Assignment and Security Agreement dated as of August 1, 2008 (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Patent Assignment and Security Agreement"). Capitalized terms used herein and not otherwise defined shall have the respective meanings assigned to them in the Patent Assignment and Security Agreement or the Credit Agreement, as applicable.

C. Pursuant to, and in accordance with, the terms of the Credit Agreement and the other Loan Documents, Secured Party requires that this Amendment be executed and delivered to Lender by Debtor.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendment to Patent Assignment and Security Agreement.** Schedule I to the Patent Assignment and Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing

Schedule I to the Patent Assignment and Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each patent and patent application listed on the Supplement to Schedule I attached hereto and made a part hereof, and each invention and improvement described or claimed therein, constitutes, and shall be deemed to be, part of the "Patent Collateral" and the "Patents" (as each is defined in the Patent Assignment and Security Agreement) for all purposes of the Loan Documents (as defined in the Credit Agreement).

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Patent Assignment and Security Agreement if not cured after any applicable notice and cure period under the Patent Assignment and Security Agreement.

3. **Continuing Effect of Patent Assignment and Security Agreement.** Except as expressly amended hereby, all of the provisions of the Patent Assignment and Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Patent Collateral (including, without limitation, the Patent Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Patent Collateral: (a) represent continuing Liens on all of the Patent Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Patent Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Patent Assignment and Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Patent Assignment and Security Agreement will be deemed to be a reference to the Patent Assignment and Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

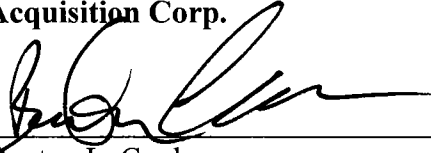
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Second Amendment to Patent Assignment and Security Agreement has been duly executed by Debtor and Lender as of the Effective Date.

**FISHER-KLOSTERMAN, INC., formerly known as
FKI Acquisition Corp.**

By: 
Benton L. Cook,
Interim Chief Financial Officer

FIFTH THIRD BANK

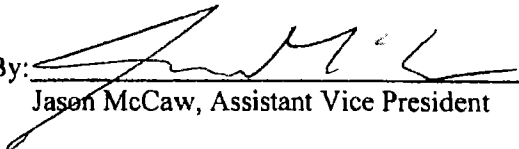
By: _____
Jason McCaw, Assistant Vice President

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By:  _____
Jason McCaw, Assistant Vice President

SIGNATURE PAGE TO
FISHER-KLOSTERMAN, INC.
SECOND AMENDMENT TO PATENT ASSIGNMENT AND SECURITY AGREEMENT

**PATENT
REEL: 030612 FRAME: 0190**

SUPPLEMENT TO SCHEDULE I

PATENTS

Jurisdiction	Patent Registration No.	Description
U.S	7,434,694	cyclone separator with stacked baffles
U.S	7,708,808	cyclone separator with rotating collection chamber