

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HAPP CONTROLS, INC. | | 12/22/2004 | CORPORATION: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 111 E. Wisconsin Avenue | | |
| Internal Address: | Mail Code W11-2033 | | |
| City: | Milwaukee | | |
| State/Country: | WISCONSIN | | |
| Postal Code: | 53202 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76571633 | HAPP CONTROLS | |
| Serial Number: | 76569512 | POWER PRO | |
| Serial Number: | 76569511 | VISION PRO | |
| Serial Number: | 76576977 | DART PRO | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (214)981-3400 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2149813483 | | |
| Email: | dclark@sidley.com | | |
| Correspondent Name: | Dusan Clark, Esq. | | |
| Address Line 1: | Sidley Austin Brown & Wood LLP | | |
| Address Line 2: | 717 N. Harwood St. Suite 3400 | | |
| Address Line 4: | Dallas, TEXAS 75201 | | |
| NAME OF SUBMITTER: | Dusan Clark, Esq. | | |

CH \$115.00 76571633

Signature:

/Dusan Clark/

Date:

12/30/2004

Total Attachments: 3

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Grant") is made effective as of December 22, 2004 by and from HAPP CONTROLS, INC. (the "Grantor"), an Illinois corporation, whose principal address is 106 Garlisch Drive, Elk Grove Village, Illinois 60007, to and in favor of JPMORGAN CHASE BANK, N.A. (the "Grantee"), for itself and as Agent for the Lenders (as defined in the Security Agreement referenced below).

WHEREAS, Grantor and Grantee have entered into a Pledge and Security Agreement of even date herewith (as amended from time to time, the "Security Agreement").

WHEREAS, the Grantor has adopted, used and is using the trademarks (the "Trademarks") listed on Exhibit A attached hereto, which Trademarks are registered or pending registration with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Assignment has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of Grantee 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.

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 Grantor, pursuant to the Security Agreement. Upon the payment in full of all Obligations (other than contingent indemnification obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Assignment.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks, (3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Security Interest effective as of the date first written above.

HAPP CONTROLS, INC.

By:

Name: John Underwood

Title: Asst. Secretary + VP

STATE OF ILLINOIS)
COOK COUNTY)

John Underwood, known to me to be the Asst. Secy + VP of HAPP CONTROLS, INC., personally came before me this 20th day of December, 2004, and executed or acknowledged to me that he executed the foregoing Grant of Security Interest in United States Trademarks on behalf of HAPP CONTROLS, INC. and pursuant authority duly received.

(SEAL)

Gerald A. Bithaler
Notary Public, State of Illinois

My Commission Expires: 5/8/07



*Signature Page for Grant of
Security Interest in United States Trademarks*

TRADEMARK
REEL: 002999 FRAME: 0700

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARK APPLICATIONS

| Applicant | Mark | Application No. | Application Date |
|---------------------|---------------|------------------------|-------------------------|
| Happ Controls, Inc. | Happ Controls | 76/571633 | 12/29/2003 |
| Happ Controls, Inc. | PowerPro | 76/569512 | 12/29/2003 |
| Happ Controls, Inc. | Vision Pro | 76/569511 | 12/29/2003 |
| Happ Controls, Inc. | Dart Pro | 76/576977 | 1/30/2004 |

Exhibit A