

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | SECURITY INTEREST |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Happ Controls, Inc. | (also known as Happ Controls) | 06/14/2004 | CORPORATION: ILLINOIS |

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| RECEIVING PARTY DATA | |
| Name: | M&I Marshall & Ilsley Bank |
| Street Address: | 780 N. Water Street |
| City: | Milwaukee |
| State/Country: | WISCONSIN |
| Postal Code: | 53202 |
| Entity Type: | CORPORATION: WISCONSIN |

| PROPERTY NUMBERS Total: 4 | | |
|---------------------------|----------|---------------|
| Property Type | Number | Word Mark |
| Serial Number: | 76571633 | HAPP CONTROLS |
| Serial Number: | 76569511 | VISION PRO |
| Serial Number: | 76576977 | DART PRO |
| Serial Number: | 76569512 | POWER PRO |

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| CORRESPONDENCE DATA | |
| Fax Number: | (414)271-3552 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 414 277 5675 |
| Email: | tm-dept@quarles.com |
| Correspondent Name: | Marta S. Levine |
| Address Line 1: | Quarles & Brady LLP |
| Address Line 2: | 411 East Wisconsin Avenue |
| Address Line 4: | Milwaukee, WISCONSIN 53202 |

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|-------------------------|--------------|
| ATTORNEY DOCKET NUMBER: | 630027.00048 |
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| NAME OF SUBMITTER: | Marta S. Levine |
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Total Attachments: 4

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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 the 14th day of June, 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 M&I MARSHALL & ILSLEY BANK (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 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:

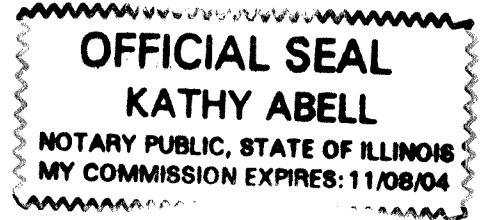
- 1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.
- 2) The Security Interest.
 - (a) This Confirmatory Assignment is made to secure the satisfactory performance and payment of all the Obligations of Grantor, pursuant to the Security Agreement. Upon the payment in full of all Obligations, Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to Grantor an instrument 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 of the

businesses with which the Trademarks are associated, 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 above-indicated date.

HAPP CONTROLS, INC.

Name: Thomas Happ
Thomas Happ
President



STATE OF ILLINOIS)
COOK COUNTY)

THOMAS HAPP, known to me to be the PRESIDENT of HAPP CONTROLS, INC., personally came before me this 14TH day of June, 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)

Kathy Abell
Notary Public, State of Illinois
My Commission Expires: 11-08-04

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 |

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RECORDED: 07/07/2004

TRADEMARK
REEL: 002887 FRAME: 0902