

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coffin Turbo Pump, Inc.		07/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Texas Capital Bank, National Association		
Street Address:	2100 McKinney Avenue		
Internal Address:	Suite 900		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1844125	COFFIN	
Registration Number:	1844123	COFFIN INDUSTRIAL MARINE TURBO PUMPS	
Registration Number:	1438965	CARTER	
CORRESPONDENCE DATA			
Fax Number:	(214)855-4300		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2148554775		
Email:	awalker@jenkens.com		
Correspondent Name:	Andrea Walker		
Address Line 1:	1445 Ross Avenue		
Address Line 2:	Suite 3700		
Address Line 4:	Dallas, TEXAS 75202-2799		
ATTORNEY DOCKET NUMBER:	44341-10 COFFIN TURBO		
NAME OF SUBMITTER:	ANDREA WALKER		

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Signature:	/Andrea Walker/
Date:	08/25/2006
Total Attachments: 4 source=44341-10 tmsa Coffin Turbo Pump-TX Capital Bank#page1.tif source=44341-10 tmsa Coffin Turbo Pump-TX Capital Bank#page2.tif source=44341-10 tmsa Coffin Turbo Pump-TX Capital Bank#page3.tif source=44341-10 tmsa Coffin Turbo Pump-TX Capital Bank#page4.tif	

TRADEMARK SECURITY AGREEMENT

WHEREAS, COFFIN TURBO PUMP, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Coffin World Water Systems, LLC, and Texas Capital Bank, National Association ("Secured Party") have entered into that certain Loan Agreement dated July 31, 2006, providing for extensions of credit to be made to Grantor and Coffin World Water Systems, LLC by the Secured Party; and

WHEREAS, pursuant to the terms of the Pledge and Security Agreement dated as of the date hereof, among Grantor, Coffin World Water Systems, LLC, and Secured Party (as said agreement may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Secured Party a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications and trademark licenses, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Secured Party a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each trademark, trademark registration and trademark application, including, without limitation, the trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license, including, without limitation, each trademark license referred to in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31 day of July, 2006.

Acknowledged:


GRANTOR:

COFFIN TURBO PUMP, INC.

By: _____
Brian Ready
Chief Financial Officer and Treasurer

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: 

Russell Hartsfield, Executive Vice President

IN WITNESS WHEREOF, Grantor and Secured Party have caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 31 day of July, 2006.

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GRANTOR:

COFFIN TURBO PUMP, INC.

By: 

Brian Ready
Chief Financial Officer and Treasurer

SECURED PARTY:

TEXAS CAPITAL BANK, NATIONAL
ASSOCIATION

By: _____

Russell Hartsfield, Executive Vice President

Schedule 1
to Trademark
Security Agreement

Owner of Record	Country of Registration	Trademark	Application or Registration No.	Filing Date
Coffin Turbo Pump, Inc.	United States	COFFIN	1,844,125	7/12/1994
Coffin Turbo Pump, Inc.	United States	COFFIN INDUSTRIAL MARINE TURBO PUMPS & DESIGN	1,844,123	7/12/1994
Coffin Turbo Pump, Inc.	United States	CARTER & DESIGN	1,438,965	5/12/1987

Trademark Licenses

Trademark Applications