

12-28-2007

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office



103471416

SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

12.26.07

1. Name of conveying party(ies)/Execution Date(s):

Graham Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) December 5, 2007

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Internal Address: One East Avenue

Street Address:

City: Rochester

State: NY

Country: US Zip: 14638

Association Citizenship national banking

General Partnership Citizenship association

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Schedule A

B. Trademark Registration No.(s) Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Neal L. Slifkin

Internal Address: Harris Beach PLLC

Street Address: 99 Garnsey Road

City: Pittsford

State: NY Zip: 14534

Phone Number: (585) 419-8636

Fax Number: (585) 419-8812

Email Address:

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account (25)
- Enclosed (*390 - Check no: 498316)

8. Payment Information:

a. Credit Card Last 4 Numbers _____ Expiration Date _____

b. Deposit Account Number 12/28/2007 BYR108-08000009 080865 1820438

Authorized User Name Neal L. Slifkin 40.00 UP
02 FC:8522 25.00 DA 350.00 UP

9. Signature:

Neal Slifkin

Signature

12/22/07

Date

Neal L. Slifkin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

Appl. No./Trademark No.	Filing/Registration Date	Country
1,820,430	2/8/1994	United States
2,791,951	12/9/2003	United States
2,113,725	11/18/1997	United States
2,123,101	12/23/1997	United States
3,339,668	11/20/2007	United States
2,115,583	11/25/1997	United States
2,171,065	7/7/1998	United States
2,171,070	7/7/1998	United States
2,704,853	4/8/2003	United States
78/342,293	12/17/2003	United States
669,905	11/18/1978	United States
872,567	7/8/1989	United States
2,375,893	8/8/2000	United States
3,319,469	10/23/2007	United States
2,626,331	9/24/2002	United States
2,296,884	11/30/1999	United States

TRADEMARK SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of December 5, 2007, Graham Corporation, a corporation formed under the laws of the State of Delaware with offices at 20 Florence Avenue, Batavia, New York 14020, and Bank of America, N.A., a national banking association with offices at One East Avenue, Rochester, New York 14638 (the "Secured Party").

Debtor and Secured Party hereby agree as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Credit Agreement" means that certain Credit Agreement, dated as of the date hereof, between Debtor and Secured Party, as the same may be modified, amended, or replaced from time to time.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of New York.

(b) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all."

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of all of the Debtor's obligations to Secured Party under the Credit Agreement ("Obligations"), Debtor hereby grants to Secured Party a security interest in all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and

applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

(b) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

3. Supplement to Credit Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Security Agreement ("Security Agreement") made by Debtor in favor of Secured Party dated on even date herewith in conjunction with the Credit Agreement. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, the Security Agreement, or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

4. Representations and Warranties. Debtor represents and warrants to Secured Party that:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

5. Further Acts. On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any other applicable office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. In addition, Debtor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by Secured Party.

6. Authorization to Supplement. If Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Debtor's obligations under this Section 6, Debtor authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new patent or trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Credit Agreement.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than New York.

9. Entire Agreement; Amendment. This Agreement and the Credit Agreement, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Credit Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Credit Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Credit Agreement.

10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party hereunder, including cancellation of this Agreement by written notice from Secured Party to the PTO.

12. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection

herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

Bank of America, N.A.

Graham Corporation

By _____
Typed Name _____
Title _____

By JR Hansen
Typed Name JR Hansen
Title CFO

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

Bank of America, N.A.

Graham Corporation

By Colleen M. O'Brien
Typed Name Colleen M. O'Brien
Title Sr. Vice President

By _____
Typed Name _____
Title _____

TRADEMARKS

<u>Mark</u>	<u>Registered Owner</u>	<u>Application/Registration No.</u>	<u>Filing/Registration Date</u>	<u>Country</u>
DO2	Graham Corporation	1,820,430	02/08/1994	US
ECOFREEZE	Graham Corporation	2,791,951	12/09/2003	US
G Logo	Graham Corporation	004596011	10/06/2006	CTM
GRAHAM	Graham Corporation	000486845	02/16/2000	CTM
GRAHAM	Graham Corporation	004586467	11/27/2006	CTM
GRAHAM	Graham Corporation	2,113,725	11/18/1997	US
GRAHAM & DESIGN	Graham Corporation	000486852	03/03/1997	CTM
GRAHAM & DESIGN	Graham Corporation	2,123,101	12/23/1997	US
GRAHAM ENGINEERING ANSWERS & DESIGN	Graham Corporation	1,319,481	09/25/2006	CA
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 07)	Graham Corporation	5288202	04/14/2006	CN
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 37)	Graham Corporation	5288203	04/14/2006	CN
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 40)	Graham Corporation	5288204	04/14/2006	CN
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 42)	Graham Corporation	5288205	04/14/2006	CN
GRAHAM ENGINEERING ANSWERS & DESIGN	Graham Corporation	005290275	08/23/2007	CTM
GRAHAM ENGINEERING	Graham	1502414	11/08/2006	IN

<u>Mark</u>	<u>Registered Owner</u>	<u>Application/Registration No.</u>	<u>Filing/Registration Date</u>	<u>Country</u>
ANSWERS & DESIGN	Corporation			
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 07)	Graham Corporation	992949	07/23/2007	MX
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 37)	Graham Corporation	971079	01/30/2007	MX
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 40)	Graham Corporation	971080	01/30/2007	MX
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 42)	Graham Corporation	971081	01/30/2007	MX
GRAHAM ENGINEERING ANSWERS & DESIGN (Class 11)	Graham Corporation	848887	04/17/2007	MX
GRAHAM ENGINEERING ANSWERS & DESIGN	Graham Corporation	3,339,668	11/20/2007	US
GRAHAM MANUFACTURING CO., INC.	Graham Corporation	2,115,583	11/25/1997	US
GRAHAM PRECISION PUMPS	Graham Corporation	2,171,065	07/07/1998	US
GRAHAM VACUUM AND HEAT TRANSFER	Graham Corporation	2,171,070	07/07/1998	US
GRAHAM VACUUM AND HEAT TRANSFER & DESIGN	Graham Corporation	976954	07/27/1987	DE
GRAHAM VACUUM AND HEAT TRANSFER & DESIGN (Class 07)	Graham Corporation	5288206	04/14/2006	CN
GRAHAM VACUUM AND HEAT TRANSFER & DESIGN (Class 37)	Graham Corporation	5288207	04/14/2006	CN
GRAHAM VACUUM AND HEAT TRANSFER & DESIGN (Class 40)	Graham Corporation	5288208	04/14/2006	CN
GRAHAM VACUUM AND	Graham	5288209	04/14/2006	CN

<u>Mark</u>	<u>Registered Owner</u>	<u>Application/ Registration No.</u>	<u>Filing/Registration Date</u>	<u>Country</u>
HEAT TRANSFER & DESIGN (Class 42)	Corporation			
GRAHAMITE	Graham Corporation	TMA169353	05/22/1970	CA
GVHT (Class 07)	Graham Corporation	5288210	04/14/2006	CN
GVHT (Class 37)	Graham Corporation	5288211	04/14/2006	CN
GVHT (Class 40)	Graham Corporation	5288186	04/14/2006	CN
GVHT (Class 42)	Graham Corporation	5288187	04/14/2006	CN
GVHT (Class 11)	Graham Corporation	5882574	02/01/2007	CN
HELIFLOW	Graham Corporation	736590	12/01/2003	BX
HELIFLOW	Graham Corporation	TMA169350	05/22/1970	CA
HELIFLOW	Graham Corporation	977506	07/27/1987	DE
HELIFLOW	Graham Corporation	226805	01/08/2003	IE
HELIFLOW	Graham Corporation	2320120	01/08/2003	UK
HELIFLOW	Graham Corporation	2,704,853	04/08/2003	US
MICROMAX	Graham Corporation	TMA631,364	01/27/2005	CA
MICROMAX	Graham Corporation	78/342,293	12/17/2003	US
MICROMIX	Graham Corporation	TMA169351	05/22/1970	CA
MICROMIX	Graham Corporation	669,905	11/18/1978	US
MINI-CHANGER & DESIGN	Graham Corporation	872,567	07/08/1989	US
SEALCOOL	Graham Corporation	2,375,893	08/08/2000	US
ULTRAHEAT	Graham Corporation	3,319,469	10/23/2007	US

<u>Mark</u>	<u>Registered Owner</u>	<u>Application/ Registration No.</u>	<u>Filing/Registration Date</u>	<u>Country</u>
VACADEMICS	Graham Corporation	2,626,331	09/24/2002	US
VACWORKS	Graham Corporation	2,296,884	11/30/1999	US