

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cleaver-Brooks, Inc.		06/30/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Ableco Finance LLC, as collateral agent
Street Address:	450 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	0708411	BOILERMATE
Registration Number:	2322573	BOILERSPEC
Registration Number:	3264522	BOILERSPEC
Registration Number:	0987858	CB
Serial Number:	77054460	CB
Registration Number:	1717786	CB-HAWK
Registration Number:	1715306	CB-HAWK
Registration Number:	2805139	CLEARFIRE
Registration Number:	1418155	CLEAVER BROOKS
Serial Number:	77054347	CLEAVER BROOKS
Registration Number:	0575242	CLEAVER-BROOKS
Registration Number:	2374735	ERI
Registration Number:	0721008	HEV-E-DUTY
Registration Number:	0512817	HEV-E-OIL

CH \$540.00 0708411

Registration Number:	1529586	IC
Registration Number:	1455141	MAX-FIRE
Registration Number:	1963346	MAX-FLOW
Registration Number:	1416407	
Registration Number:	3084957	PROFIRE
Registration Number:	0892464	SPRAYMASTER
Registration Number:	2518022	TRUEFIRE

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2552
Email: marisa.kaplan@srz.com
Correspondent Name: Marisa Kaplan, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: 22nd Floor
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	014951.0923
NAME OF SUBMITTER:	Marisa Kaplan, Esq. (014951.0923)
Signature:	/kc for mk/
Date:	06/30/2008

Total Attachments: 3

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GRANT OF A SECURITY INTEREST --TRADEMARKS

WHEREAS, Cleaver-Brooks, Inc., a Delaware corporation (the "Grantor"), owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated June 30, 2008 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Ableco Finance LLC, a Delaware limited liability company, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties and the L/C Issuer (each such term as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, the Grantor agreed to execute and deliver to the Collateral Agent this Grant of Security Interest for purposes of filing the same with the United States Patent and Trademark Office to confirm and evidence the security interest in the Collateral granted pursuant to the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties and the L/C Issuer, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations, provided that the grant of security shall not include any Trademark that may be deemed invalidated, cancelled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 30, 2008.

CLEAVER-BROOKS, INC.

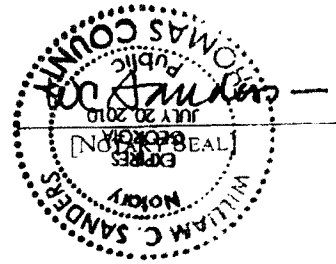
By: [Signature]
Name: Executive VP CFO
Title:

STATE OF GEORGIA
THOMAS WCS

ss.:

COUNTY OF THOMAS

On this 27 day of JUNE, 2008, before me personally came STEPHEN G. BEINE to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the EX. VP CFO of CLEAVER-BROOKS, INC, a _____, and that s/he executed the foregoing instrument in the firm name of _____, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Grant of Security Interest--Trademarks

SCHEDULE A TO GRANT OF A SECURITY INTEREST

U.S Trademark Applications and Registrations

<u>Country</u>	<u>Trademark</u>	<u>Application or Registration No.</u>	<u>Registration Date</u>
United States	Boilermate	708,411	12/13/60
United States	Boilerspec	2,322,573	02/22/00
United States	Boilerspec	3,264,522	07/17/07
United States	CB	987,858	07/09/74
United States	C-B & Design	77/054,460	11/30/2006
United States	CB-Hawk	1,717,786	09/22/92
United States	CB-Hawk & Design	1,715,306	09/15/92
United States	Clearfire	2,805,139	01/13/04
United States	Cleaver Brooks & Design	1,418,155	11/25/86
United States	Cleaver Brooks (New Flame in Hand)	77/054,347	11/30/06
United States	Cleaver Brooks (Stylized)	575,242	06/02/53
United States	ERI & Design	2,374,735	Lapsed
United States	Hev-E-Duty	721,008	09/05/61
United States	Hev-E-Oil	512,817	07/26/49
United States	IC & Design	1,529,586	03/14/89
United States	Max-Fire	1,455,141	09/01/87
United States	Max-Flow	1,963,346	03/19/96
United States	Misc Design (New Flame in Hand with Globe)	1,416,407	11/11/86
United States	Profire	3,084,957	04/25/06
United States	Spraymaster	892,464	06/09/70
United States	Truefire	2,518,022	12/11/01