

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CUMMINS WEST, INC.		11/05/2008	CORPORATION: CALIFORNIA
CLEAIRE ADVANCED EMISSION CONTROLS, LLC		11/05/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO FOOTHILL, LLC
Street Address:	2450 Colorado Avenue, Suite 3000W
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76390660	LONGVIEW
Serial Number:	76330589	MLC
Serial Number:	76352519	CLEAIRE ADVANCED EMISSION CONTROLS
Serial Number:	76351633	CLEAIRE ADVANCED EMISSION CONTROLS
Serial Number:	78140913	FLEXBASE
Serial Number:	77386919	LONESTAR
Serial Number:	77386901	PHOENIX

CORRESPONDENCE DATA

Fax Number: (213)627-0705
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 213.683.5698
 Email: minettetayco@paulhastings.com
 Correspondent Name: Minette M. Tayco

CH \$190.00 76390660

Address Line 1: 515 S. Flower St., 25th Floor
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	45035.00325 (WFF/CUMMINS)
NAME OF SUBMITTER:	Minette M. Tayco
Signature:	/Minette M. Tayco/
Date:	11/05/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 5th day of November, 2008, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO FOOTHILL, LLC**, a Delaware limited liability company, in its capacity as Agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of November 5, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among **CUMMINS WEST, INC.**, a California corporation ("Parent"), **CLEAIRE ADVANCED EMISSION CONTROLS, LLC**, a Delaware limited liability company ("Cleaire"); together with Parent, referred to hereinafter each individually as a "Borrower", and individually and collectively, jointly and severally, as the "Borrowers"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to the Borrowers pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of November 5, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first (subject only to Permitted Liens) priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
 - (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
 - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding anything contained in this Agreement to the contrary, the term "Trademark Collateral" shall not include: any rights or interest in any contract, lease, permit, license, charter or license agreement covering personal property of any Grantor if under the terms of such contract, lease, permit, license, charter or license agreement, or applicable law with respect thereto, the grant of a security interest or lien therein is prohibited as a matter of law or under the terms of such contract, lease, permit, license, charter or license agreement and such prohibition has not been waived or the consent of the other party to such contract, lease, permit, license, charter or license agreement has not been obtained (provided, that, (1) the foregoing exclusions of this sentence shall in no way be construed (A) to apply to the extent that any described prohibition is unenforceable under Section 9-406, 9-407, 9-408, or 9-409 of the Code or other applicable law, or (B) apply to the extent that any consent or waiver has been obtained that would permit the security interest or lien notwithstanding the prohibition and (2) the foregoing exclusions of this sentence shall in no way be construed to limit, impair, or otherwise affect the Lender Group's continuing security interests in and liens upon any rights or interests of any Grantor in or to (x) monies due or to become due under any described contract, lease, permit, license, charter or license agreement (including any Accounts), or (y) any proceeds from the sale, license, lease, or other dispositions of any such contract, lease, permit, license, charter, license or agreement).

3. SECURITY FOR OBLIGATIONS. This Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references

herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms of the Credit Agreement) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Providers to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[signature page follows]

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

GRANTORS:

CUMMINS WEST, INC., a California corporation

By: 

Name: Michael J. Doherty
Title: Chief Financial Officer

CLEARE ADVANCED EMISSION CONTROLS, LLC,
a Delaware limited liability company

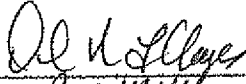
By: 

Name: Michael J. Doherty
Title: Vice President of Finance

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

AGENT:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company, as Agent

By: 
Name: David H. Hayes
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

REGISTERED TRADEMARKS

Longview ®

Serial Number: 76390660
Registration Number: 2754230
Filing Date: 2002-04-02
Registration Date: 2003-08-19

International Class: 007

Emission control systems for diesel engines and exhaust after treatment systems comprised of catalytic converters, particulate filters, and housings for these components; and automated emission control systems comprising electronic controls, reagent tanks, reagent injectors, sensors and housings for these components

First Use Date: 2002-02-20
First Use in Commerce Date: 2003-03-17

Registrant: Cleaire

MLC ®

Serial Number: 76330589
Registration Number: 2703172
Filing Date: 2001-10-26
Registration Date: 2003-04-01

International Class: 009

Emission control systems for diesel engines incorporating emission control system monitors, emission control system data loggers and emission control system controllers

First Use Date: 2001-09-19
First Use in Commerce Date: 2002-10-18

Registrant: Cleaire

Cleaire Advanced Emission Controls ®

Serial Number: 76352519
Registration Number: 2763445
Filing Date: 2001-12-21
Registration Date: 2003-09-16

International Class: 007

Emission reduction systems for diesel engines, comprising catalytic converters, particulate matter collectors, combined catalytic mufflers, emission controls system monitors, emission control system data loggers and emission control system controllers; exhaust after treatment systems for diesel engines, comprised of catalytic converters, particulate filters, and housings for these components; parts of air pollution clean up units for engines, namely, nitrogen oxide reduction catalysts, oxidation catalysts, and particulate filters, and combined catalytic mufflers

First Use Date: 2001-11-09
First Use in Commerce Date: 2002-09-09

International Class: 009

Automated control systems for monitoring and controlling systems for emission reduction in diesel and internal combustion engines comprising electronic controls, reagent tanks, reagent injectors, electronic sensors and housings for these components

First Use Date: 2001-11-09

First Use in Commerce Date: 2002-09-09

Registrant: Cleaire

Cleaire Advanced Emission Controls®

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ADVANCED EMISSION CONTROLS®

Serial Number: 76351633

Registration Number: 2763442

Filing Date: 2001-12-21

Registration Date: 2003-09-16

International Class: 007

Emission reduction systems for diesel engines, comprising catalytic converters, particulate matter collectors, combined catalytic mufflers, emission controls system monitors, emission control system data loggers and emission control system controllers; exhaust after treatment systems for diesel engines, comprised of catalytic converters, particulate filters, and housing for these components; parts of air pollution clean up units for engines, namely, nitrogen oxide reduction catalysts, oxidation catalysts, and particulate filters, and combined catalytic mufflers

First Use Date: 2001-11-09

First Use in Commerce Date: 2002-09-09

International Class: 009

Automated control systems for monitoring and controlling systems for emission reduction in diesel and internal combustion engines comprising electronic controls, reagent tanks, reagent injectors, electronic sensors and housings for these components

First Use Date: 2001-11-09

First Use in Commerce Date: 2002-09-09

Description of Mark: The mark consists of the word "cleaire" in Pantone 660 blue, a wave-like line in Pantone 660 blue, and the words "Advanced Emission Controls" in Pantone Cool Grey 9. The color is claimed as a feature of the mark.

Registrant: Cleaire

FLEXBASE®

Serial Number: 78140913

Registration Number: 2814167

Filing Date: 2002-07-02

Registration Date: 2004-02-10

International Class: 007

Emission control systems for diesel engines and exhaust aftertreatment systems comprised of catalytic converters, particulate filters, and housings for these components

First Use Date: 2003-09-09
First Use in Commerce Date: 2003-09-09
Registrant: Cleaire

TRADEMARKS FILED FOR REGISTRATION

LONESTAR

Filed February 1, 2008
Serial number 77/386,919
Published for opposition: June 24, 2008

International Class 007: Emission control systems for diesel engines and exhaust after treatment systems comprised of catalytic converters, particulate filters, and housings for these components; and automated emission control systems comprising electronic controls, reagent tanks, reagent injectors, sensors and housings for these components

Registrant: Cleaire

PHOENIX

Filed February 1, 2008
Serial number 77/386,901
Published for opposition: June 24, 2008

International Class 007: Emission control systems for diesel engines and exhaust after treatment systems comprised of particulate filters, and housings for these components; and automated emission control systems comprising electronic controls, fuel injectors, fuel burners, air handling units, sensors and housings for these components

Registrant: Cleaire

INTERNATIONAL TRADEMARK ACTIVITY

Cleaire Advanced Emission Controls

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ADVANCED EMISSION CONTROLS

EUROPEAN UNION

Application Number: 2814382
Current Status: Registered
Date of Status: 2005-08-31
Filing Date: 2002-08-16
Published for opposition: June 2004
Registration Date: 2005-04-19
Registration Number: 2814382
Renewal Date: August 16, 2012
Registrant: Cleaire

JAPAN

Serial Number: 069724/2002

Current Status: Registered
Date of Status: 2004-09-30
Filing Date: 2002-08-16
Registration Date: 2004-08-13
Registration Number: 4793509
Renewal Date: Between 2/14/14 and 8/13/14
Registrant: Cleaire

LONGVIEW

European Union
Serial Number: 2871713
Filing Date: 2002-10-02
Registration Number: 2871713
Renewal Date: 2012-10-2
Registration Date: 2004-10-19
Registrant: Cleaire