

**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
Filtration Group, Incorporated		03/25/2009	CORPORATION: OHIO
Filtration Group Holdings, LLC		03/25/2009	LIMITED LIABILITY COMPANY: ILLINOIS
Filtrair, Inc.		03/25/2009	CORPORATION: ILLINOIS
Tecpac, LLC		03/25/2009	LIMITED LIABILITY COMPANY: DELAWARE
Burke Environmental, LLC		03/25/2009	LIMITED LIABILITY COMPANY: ILLINOIS

**RECEIVING PARTY DATA**

Name:	Cole Taylor Bank
Street Address:	225 West Washington
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 16**

Property Type	Number	Word Mark
Serial Number:	78539667	GEOPLEAT
Serial Number:	78384246	AEROSTARSENTINEL
Serial Number:	78289332	NOVAPLEAT
Serial Number:	78226561	TITAN
Serial Number:	77565992	VIOSTAR
Serial Number:	77550821	SUPERNOVA
Serial Number:	77447713	UNISHIELD
Serial Number:	77201268	AEROSORB
Serial Number:	77217016	WHEN CLEAN AIR MATTERS

OP \$415.00 78539667

Serial Number:	75570737	FILTERWORKS
Serial Number:	75766391	FLOWSTAR
Serial Number:	75644928	HEGA
Serial Number:	75529136	FILTRATION GROUP
Serial Number:	75518105	AEROSTAR
Serial Number:	75417249	SONIQ
Serial Number:	75320204	MICRATEX

**CORRESPONDENCE DATA**

Fax Number: (312)698-4556  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.641.2096  
Email: trademarks@mcguirewoods.com  
Correspondent Name: Clayton Stallbaumer, McGuireWoods LLP  
Address Line 1: 77 W. Wacker Drive  
Address Line 2: Suite 4100  
Address Line 4: Chicago, ILLINOIS 60601-1818

NAME OF SUBMITTER:	Clayton Stallbaumer
Signature:	/CJS/
Date:	04/30/2009

**Total Attachments: 10**  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT (this "*Agreement*") dated as of March 25, 2009, by FILTRATION GROUP, INCORPORATED, an Ohio corporation ("*Filtration*"), FILTRATION GROUP HOLDINGS, LLC, an Illinois limited liability company ("*Filtration Holdings*"), FILTRAIR, INC., an Illinois corporation ("*Filtrair US*"), TECPAC, LLC, a Delaware limited liability company ("*TecPac*"), and BURKE ENVIRONMENTAL LLC, an Illinois limited liability company ("*Burke Environmental*" and, together with Filtration, Filtration Holdings, Filtrair US, and TecPac, the "*Grantors*" and each a "*Grantor*"), in favor COLE TAYLOR BANK, an Illinois corporation ("*Bank*").

### RECITALS:

A. Filtration, Burke Environmental, and the Bank have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Filtration/Burke Loan Agreement*"), pursuant to which Bank may extend loans and other financial accommodations to Filtration and Burke.

B. Filtration Holdings and the Bank have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Filtration Holdings Loan Agreement*"), pursuant to which Bank may extend loans and other financial accommodations to the Grantors.

C. Filtrair US and the Bank have entered into that certain Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "*Filtrair US Loan Agreement*"), pursuant to which Bank may extend loans and other financial accommodations to Filtrair US.

D. TecPac and the Bank have entered into that certain Commercial Security Agreement dated as of March 16, 2009 (as amended, restated, supplemented, or otherwise modified from time to time, the "*TecPac Security Agreement*"), to secure the indebtedness of TecPac to the Bank evidenced by that certain Promissory Note dated as of March 16, 2009, in the maximum principal amount of \$500,000, made payable to the order of the Bank (the "*TecPac Note*" and, together with the Filtration/Burke Loan Agreement, the Filtration Holdings Loan Agreement, the Filtrair US Loan Agreement, and the TecPac Security Agreement, the "*Operative Documents*").

E. Pursuant to the terms of the applicable Operative Documents, each of the Grantors has granted to Bank a security interest in substantially all the assets of such Grantor, including all right, title, and interest of such Grantor in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantors under or as evidenced by the Operative Documents.

In consideration of the mutual agreements set forth herein and in the Operative Documents, each of the Grantors does hereby grant to Bank a continuing 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:

- (1) each trademark and trademark application of such Grantor, including, without limitation, each trademark and trademark application of such Grantor referred to in *Schedule I* attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;

- (2) each trademark license of such Grantor, including, without limitation, each trademark license of such Grantor listed on *Schedule I* attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule I* attached hereto, any trademark issued pursuant to a trademark application referred to in *Schedule I* attached hereto and any trademark licensed under any trademark license listed on *Schedule I* attached hereto (items (1) through (3) being herein collectively referred to as the "*Trademark Collateral*");
- (4) each patent and patent application of such Grantor, including, without limitation, each patent and patent application of such Grantor referred to in *Schedule II* attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (5) each patent license of such Grantor, including, without limitation, each patent license of such Grantor listed on *Schedule II* attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantors against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in *Schedule II* attached hereto, any patent issued pursuant to a patent application referred to in *Schedule II* attached hereto and any patent licensed under any patent license listed on *Schedule II* attached hereto (items (4) through (6) being herein collectively referred to as the "*Patent Collateral*").

This security interest is granted in conjunction with the security interests granted to Bank pursuant to the Operative Documents and subject to limitations set forth therein. Each of the Grantors hereby acknowledges and affirms that the rights and remedies of Bank with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the applicable Operative Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGE FOLLOWS]

Each of the Grantors has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

FILTRATION GROUP, INCORPORATED,  
an Ohio corporation

By: [Signature]  
Name: JAMES J. NELSON  
Title: Treasurer

FILTRATION GROUP HOLDINGS, LLC,  
an Illinois limited liability company

By: [Signature]  
Name: JAMES J. NELSON  
Title: Treasurer

FILTRAIR, INC.,  
an Illinois corporation

By: [Signature]  
Name: JAMES J. NELSON  
Title: Treasurer

TECPAC, LLC,  
a Delaware limited liability company

By: [Signature]  
Name: JAMES J. NELSON  
Title: Treasurer

BURKE ENVIRONMENTAL LLC,  
an Illinois limited liability company

By: [Signature]  
Name: JAMES J. NELSON  
Title: Treasurer

Acknowledged:

COLE TAYLOR BANK,  
an Illinois corporation

By: [Signature]  
Name: Mark J. Staunton  
Title: SVP

STATE OF Illinois )  
 )  
COUNTY OF Will ) ss

On this 24 day of March 2008<sup>09</sup>, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Filtration Group, Incorporated, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Mary Ann McKee  
Notary Public

STATE OF Illinois )  
 ) ss  
COUNTY OF Will )

On this 24 day of March 200<sup>09</sup>, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Filtration Group Holdings, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Mary Ann McKee  
Notary Public

STATE OF Illinois )  
 ) ss  
COUNTY OF Will )

On this 24 day of March 2008<sup>09</sup>, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Filtrair, Inc., and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Mary Ann McKee  
Notary Public

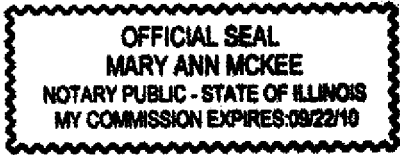




STATE OF Illinois )  
COUNTY OF Will ) ss

On this 24 day of March 200~~8~~<sup>09</sup>, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of TecPac, LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Mary Ann McKee  
Notary Public



STATE OF Illinois )  
 ) ss  
COUNTY OF Will )

On this 24 day of March 2008<sup>09</sup>, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Burke Environmental LLC, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.



Mary Ann McKee  
Notary Public

**SCHEDULE I**

*Trademarks, Trademark Applications, and Trademark Licenses*

Grantor	Trademark Number	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Filtration Group, Incorporated	78539667		3121979		July 25, 2006
	78384246		3091125		May 9, 2006
	78289332		2866911		July 27, 2004
	78226561		2878001		August 24, 2004
	77565992			September 9, 2008	
	77550821			August 19, 2008	
	77447713				November 18, 2008
	77201268			3533974	April 8, 2008
	77217016			3408344	February 5, 2008
	75570737			3378361	May 21, 2002
	75766391			2571773	May 9, 2000
	75644928			2348783	March 7, 2000
	75529136			2326162	July 10, 2001
	75518105			2466883	September 26, 2000
	75417249			2389127	December 28, 1999
75320204			2304726	October 24, 2000	
			2398245		

**SCHEDULE II**

***Patents, Patent Applications, and Patent Licenses***

Grantor	Patent Number	Patent Application Number	Date of Patent Issuance	Date of Patent Application
Filtration Group, Incorporated	D544,949	D/212,999	June 19, 2007	September 10, 2004
	7,156,891	10/938,100	January 2, 2007	September 10, 2004
	6,258,142	09/703,048	July 10, 2001	October 31, 2000
	6,179,888	09/344,191	January 30, 2001	June 24, 1999
	6,159,316	09/229,268	December 12, 2000	January 13, 1999