

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
Cleaver-Brooks, Inc.		05/05/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as US Collateral Agent		
Street Address:	1111 Fannin Street		
Internal Address:	10th Floor, TX2-F046		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Serial Number:	77054460	CB	
Registration Number:	0708411	BOILERMATE	
Registration Number:	2322573	BOILERSPEC	
Registration Number:	3264522	BOILERSPEC	
Registration Number:	0987858	CB	
Registration Number:	1717786	CB-HAWK	
Registration Number:	1715306	CB-HAWK	
Registration Number:	2805139	CLEARFIRE	
Registration Number:	3728800	CLEAVER BROOKS	
Registration Number:	0575242	CLEAVER-BROOKS	
Registration Number:	1418155	CLEAVER BROOKS	
Registration Number:	2374735	ERI	
Registration Number:	0721008	HEV-E-DUTY	

OP \$540.00 77054460

Registration Number:	0512817	HEV-E-OIL
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: (650)251-5002
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 650-251-5054
Email: jnull@stblaw.com
Correspondent Name: Noah Richmond
Address Line 1: 2550 Hanover Street
Address Line 2: Simpson Thacher & Bartlett LLP
Address Line 4: Palo Alto, CALIFORNIA 94304

ATTORNEY DOCKET NUMBER:	509265/1497
NAME OF SUBMITTER:	J. Jason Mull
Signature:	/J. Jason Mull/
Date:	05/06/2010

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of May 5, 2010 is made by Cleaver-Brooks, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as US Collateral Agent (the "Agent") for the Secured Parties, parties to the Credit and Guarantee Agreement, dated as of May 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Cleaver-Brooks Inc., (the "Borrower"), Cleaver-Brooks Holdings, Inc., Cleaver-Holdings Inc., Cleaver-Brooks of Canada Limited, and other Grantors from time to time parties to the Credit Agreement, the Lenders, JPMorgan Chase Bank, N.A., as US Collateral Agent, Administrative Agent, and Issuing Bank, and JPMorgan Chase Bank, N.A., Toronto Branch as Canadian Administrative Agent and Canadian Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of the Borrower have executed and delivered a Security Agreement, dated as of May 5, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged, assigned and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in the Collateral, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, on behalf of and for the ratable benefit of the Secured Parties, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

Section 2. Grant of Security Interest. The Grantor hereby pledges and grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent on behalf of and for the ratable benefit of the Secured Parties to secure payment, performance and observance of the Obligations.


Section 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and the Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.


Cleaver-Brooks, Inc.

By: 
Name: MARC SEIZER IIIA
Title: VP/CEO
Date: 5/3/10

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004200 FRAME: 0182

JPMorgan Chase Bank, N.A.,
as US Collateral Agent

By: 
Name: Richard Duker
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004200 FRAME: 0183

SCHEDULE A

U.S. Trademark Registrations of Cleaver-Brooks, Inc.

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cleaver-Brooks, Inc.	Boilermate	708,411	12/13/60
Cleaver-Brooks, Inc.	Boilerspec	2,322,573	Lapsed
Cleaver-Brooks, Inc.	Boilerspec	3,264,522	07/17/07
Cleaver-Brooks, Inc.	CB	987,858	07/09/74
Cleaver-Brooks, Inc.	CB-Hawk	1,717,786	09/22/92
Cleaver-Brooks, Inc.	CB-Hawk & Design	1,715,306	09/15/92
Cleaver-Brooks, Inc.	Clearfire	2,805,139	01/13/04
Cleaver-Brooks, Inc.	Cleaver Brooks (New Flame in Hand)	3,728,800	12/22/09
Cleaver-Brooks, Inc.	Cleaver Brooks (Stylized)	575,242	06/02/53
Cleaver-Brooks, Inc.	Cleaver Brooks & Design	1,418,155	11/25/86
Cleaver-Brooks, Inc.	ERI & Design	2,374,735	Lapsed
Cleaver-Brooks, Inc.	Hev-E-Duty	721,008	09/05/61
Cleaver-Brooks, Inc.	Hev-E-Oil	512,817	Lapsed
Cleaver-Brooks, Inc.	IC & Design	1,529,586	03/14/89
Cleaver-Brooks, Inc.	Max-Fire	1,455,141	09/01/87
Cleaver-Brooks, Inc.	Max-Flow	1,963,346	03/19/96
Cleaver-Brooks, Inc.	Misc Design (New Flame in Hand with Globe)	1,416,407	11/11/86
Cleaver-Brooks, Inc.	Profire	3,084,957	04/25/06
Cleaver-Brooks, Inc.	Spraymaster	892,464	06/09/70
Cleaver-Brooks, Inc.	Truefire	2,518,022	12/11/01

U.S. Trademark Applications of Cleaver-Brooks, Inc.

<u>Company</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Filing Date</u>
Cleaver-Brooks, Inc.	C-B & Design	77/054,460	11/30/2006

Canadian Trademark Registrations of Cleaver-Brooks, Inc.

<u>Company</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
Cleaver-Brooks, Inc.	Cleaver Brooks (Plain Block Letters)	103,466	06/01/56
Cleaver-Brooks, Inc.	Cleaver Brooks & Design	337,792	03/04/88
Cleaver-Brooks, Inc.	Hypermix Technology	576,122	02/20/03
Cleaver-Brooks, Inc.	IC & Design	288,243	02/24/84
Cleaver-Brooks, Inc.	Natcom Burner	576,121	02/20/03