

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
IOP Filter, Inc.		10/31/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	RBS Citizens, N.A.		
Street Address:	71 S. Wacker Drive		
Internal Address:	29th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3795035	KUSS	
CORRESPONDENCE DATA			
Fax Number:	(404)572-5100		
Email:	mrussell@kslaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	King & Spalding		
Address Line 1:	1180 Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	18588.015006		
NAME OF SUBMITTER:	Mark Russell		
Signature:	/Mark Russell/		
Date:	11/01/2011		

CH \$40.00 3795035

Total Attachments: 6

source=Trademark Security Agreement - LDF#page1.tif

source=Trademark Security Agreement - LDF#page2.tif

source=Trademark Security Agreement - LDF#page3.tif

source=Trademark Security Agreement - LDF#page4.tif

source=Trademark Security Agreement - LDF#page5.tif

source=Trademark Security Agreement - LDF#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2011, is made by each of the entities listed on the signature pages hereof (each a "Obligor" and, collectively, the "Obligors"), in favor of RBS CITIZENS, N.A., as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) for the grant of a security interest in certain trademarks and trademark applications attached as Schedule I registered or applied for in the United States Patent and Trademark Office (the "Trademarks").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of October 31, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IOP Filter, Inc. (the "Borrower"), IOP Filter Holdings, Inc., the other credit parties signatory thereto from time to time ("Credit Parties"), the banks and other financial institutions or entities from time to time lenders thereunder (the "Lenders") and the Administrative Agent, the Secured Parties have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Obligor has agreed, pursuant to a Security Agreement of even date with the Credit Agreement in favor of the Administrative Agent (the "Security Agreement"), to grant a security interest in the Collateral (as defined in the Security Agreement) in order to secure the Credit Party Obligations (as defined in the Credit Agreement);

WHEREAS, the Trademarks form part of the Collateral pursuant to the Security Agreement (the "Trademark Collateral"); and

WHEREAS, all of the Obligors are party to the Security Agreement pursuant to which the Obligors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Secured Parties to make their respective extensions of credit to the Borrower thereunder, each Obligor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in the Trademark Collateral. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Credit Party Obligations, each

Obligor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a continuing security interest in the Trademark Collateral.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Obligor hereby acknowledges and agrees that the rights and remedies of the Administrative 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.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IOP FILTER, INC., a Delaware corporation,
as Grantor

By: Robert M. Vedra

Name: Robert M. Vedra

Title: President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

RBS CITIZENS, N.A.
as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

IOP FILTER, INC., a Delaware corporation,
as Grantor

By: _____

Name:

Title:

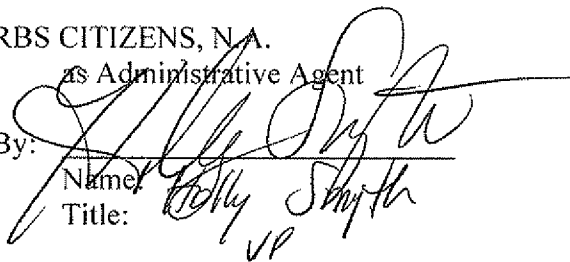
ACCEPTED AND AGREED
as of the date first above written:

RBS CITIZENS, N.A.
as Administrative Agent

By:

Name:

Title:


Kelly Smyth
VP

Signature page to Trademark Security Agreement

TRADEMARK
REEL: 004652 FRAME: 0172

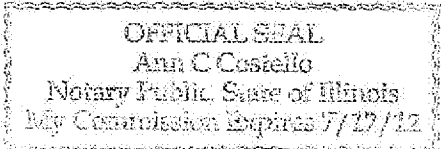
ACKNOWLEDGMENT OF GRANTOR

State of Illinois)

County of COOK)

ss.

On this 28 day of October, 2011, before me personally appeared Robert M Vedra, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of IOP FILTER, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Ann C Costello

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Country	Trademark	Status	Application Number	Registration Number	Filing Date	Registration Date
US – United States of America	KUSS In Class 07 Int.	Registered	78742063	3795035	27-OCT-05	25-MAY-10

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

(a) License agreement between Cummins Inc. as Licensor and IOP Filter, Inc. as Licensee dated as of the Closing Date.

(b) License agreement between Cummins Inc. as Licensee and IOP Filter, Inc. as Licensor dated as of the Closing Date.