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ASSIGNMENT OF RENTS AND LEASES

Assignment of Rents and Leases ("Assignment"), executed the 21st day of June, 2007, to be effective on June 22, 2007 (the "Effective Date"), made by Resco Products, Inc., a Pennsylvania corporation having an address of Penn Center West Two, Suite 430, Pittsburgh, Pennsylvania 15276 (the "Assignor"), to PNC Bank, National Association, having an office at One PNC Plaza, 249 Fifth Avenue, Pittsburgh, Pennsylvania 15222, as agent for the Lenders (as hereinafter defined) (in such capacity, the "Assignee").

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WHEREAS, in and by that certain Second Lien Credit Agreement, dated of even date herewith, by and among the Assignor, the Guarantors party thereto, PNC Bank, National Association ("PNC") and certain other financial institutions from time to time (PNC and such other financial institutions are each a "Lender" and collectively, the "Lenders") and the Assignee (the "Credit Agreement"), the Assignor is indebted to the Lenders in the aggregate principal amount not to exceed Twenty Million and 00/100 Dollars (\$20,000,000.00), as evidenced by the Notes (as defined in the Credit Agreement); and

WHEREAS, the Assignor holds title in fee simple to the Premises (as hereinafter defined); and

WHEREAS, the Assignor entered into that certain Mortgage and Security Agreement, dated of even date herewith, in favor of the Assignee, with respect to the Premises (the "Mortgage");

STATE OF INDIANA
LAKE COUNTY
RECORDER'S OFFICE
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WHEREAS, in order to induce the Assignee and the Lenders to enter into the Credit Agreement, the Assignor has agreed to enter into this Assignment.

NOW, THEREFORE, FOR VALUE RECEIVED, and intending to be legally bound, the Assignor hereby grants, sells, assigns, transfers, sets over and delivers unto the Assignee, for the benefit of the Assignee, the Lenders and their respective successors and assigns, all right, title and interest of the Assignor in and to all the Leases (as hereinafter defined) covering all or any part of those certain premises and the improvements now or hereafter erected thereon (the "Premises"), bounded and described in Exhibit "A" attached hereto and made a part hereof, together with all the Rents (as hereinafter defined) due and to become due to the Assignor under the Leases.

TO HAVE AND TO HOLD the same unto the Assignee, for the benefit of the Assignee, its successors and assigns, forever or for such shorter time as is hereinafter set forth, for the purpose of securing the performance and discharge by the Assignor of the Debt (as hereinafter defined).

The Assignor hereby covenants, promises and agrees as follows:

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1. As used in this Assignment, the following terms shall have the meanings indicated, unless the context otherwise requires:

(a) "Debt" shall include (i) the Obligations (as such term is defined in the Credit Agreement) and (ii) the performance of all obligations of the Assignor hereunder, under the Credit Agreement, the Mortgage and the other Loan Documents (as defined in the Credit Agreement).

(b) "Leases" shall mean (i) all present and future leases (including subleases) covering all or any portion of the Premises, (ii) all agreements for use or occupancy of any portion of the Premises, (iii) any and all guaranties of the performance of any lessee under any Lease and (iv) any extensions, modifications, renewals or supplements to any Lease (including any guaranty or other item included in this definition of "Lease").

(c) "Rents" shall include all rentals, security deposits, fees and other sums of money due or becoming due to the Assignor under any Lease, all of the rents, income, receipts, revenues, issues and profits now due or which may hereafter become due under any Lease and all moneys due and to become due to the Assignor under any Lease for goods or services supplied, whether or not the same were supplied under the terms of any Lease, and all rights and remedies which the Assignor may have against any tenant under the Leases or others in possession of any portion of the Premises for the collection or recovery of moneys so assigned hereby, and the proceeds of all such Rent, both cash and noncash including, but not limited to, any minimum rents, additional rents, percentage rents, parking, maintenance, insurance and tax contributions, any damages following default by tenant under any Lease, any penalties or premiums payable by any tenant under any Lease and the proceeds of any policy of insurance covering loss of rents resulting from destruction or damage to any portion of the Premises.

Capitalized terms used in this Assignment that are defined in the Credit Agreement shall have the meanings assigned to them therein unless otherwise defined in this Assignment.

2. To induce the Assignee to accept this Assignment and to induce the Lenders to advance funds on account of the Debt, the Assignor hereby represents and warrants to the Assignee as of the date hereof:

(a) That the Assignor has the full right and power to assign the Leases and Rents to the Assignee (for the benefit of the Lenders) and, except for assignments terminated as of the date hereof and for the assignment to the First Lien Lender Agent (as defined below), has not executed any prior assignment of any of its rights under any Lease or to any portion of the Rents to any Person;

(b) That the Assignor has not done any act or thing which might prevent the Assignee from enjoying the benefits of the Leases and Rents assigned hereby;

(c) That each of the Leases is valid and enforceable; and

(d) That to the Assignor's knowledge, the tenants are not in default under any of the material terms of any of the Leases.

3. The Assignor hereby covenants, promises and agrees that the Assignor will:

(a) Observe, fulfill and perform in all material respects each and every condition, covenant and provision of each of the Leases to be fulfilled or performed by the Assignor;

(b) Give prompt notice to the Assignee of any notice of default given or received by the Assignor under any Lease, together with a true copy of such notice and any supporting materials;

(c) Enforce, short of termination, at the sole cost and expense of the Assignor, the performance or observance of each and every material covenant and condition of each of the Leases to be performed or observed by the tenant thereunder;

(d) At the sole cost and expense of the Assignor, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents or the obligations or liabilities of the Assignor or the tenant thereunder; and

(e) From time to time, upon request by the Assignee, execute and deliver to the Assignee, acknowledge when appropriate, and record or file in the public records when appropriate, any and all writings including, without limitation, further assignments of any Lease or Leases, financing statements and other writings that the Assignee and the Lenders may deem necessary or desirable to carry out the purpose and intent of this Assignment, or to enable the Assignee to enforce any right or rights hereunder.

4. The Assignor will not, without the prior written consent of the Assignee:

(a) materially modify or alter the terms of any of the Leases;

(b) terminate the term of any of the Leases (except in case of default by a tenant thereunder), or accept a surrender thereof (except in accordance with the terms thereof);

(c) anticipate Rents for more than thirty (30) days prior to the accrual thereof under the terms of the Leases (other than as a security deposit in an amount not to exceed one month's rent);

(d) waive or release any tenant under any of the Leases from any material obligations or conditions to be performed by such tenant under its Lease; or

(e) hereafter pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents except to the Assignee (for the benefit of the Lenders) or the First Lien Lender Agent.

5. Neither the Assignee nor any Lender shall be obligated to perform or discharge any obligation of the Assignor under any of the Leases, or under or by reason of this Assignment. The Assignor hereby agrees to indemnify and defend the Assignee and the Lenders against, and hold the Assignee and the Lenders harmless from, (i) any and all liability, loss or

damage which the Assignee or any Lender may or might incur under any of the Leases or under or by reason of this Assignment and (ii) any and all claims and demands whatsoever which may be asserted against the Assignee or any Lender by reason of any alleged obligation on the Assignee's or any Lender's part to perform or discharge any obligation under any of the terms of any of the Leases. Should the Assignee or any Lender incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate specified in the Credit Agreement, shall be added to the Debt secured hereby and the Assignor shall reimburse the Assignee (for the ratable benefit of the Lenders) therefor, promptly upon demand.

6. Notwithstanding this Assignment or any exercise by the Assignee of any of the Assignee's rights hereunder, or any Law, usage or custom to the contrary, the Assignor shall retain full responsibility for the care, control, management and repair of the Premises (prior to the Assignee's taking physical possession of, or becoming the owner of, the Premises), and the Assignor hereby agrees to indemnify and defend the Assignee and the Lenders against, and hold the Assignee and the Lenders harmless from, (i) any and all liability, loss or damage which the Assignee or any Lender may or might incur by reason of any deficiency or alleged deficiency in the care, control, management or repair of the Premises or any part thereof and (ii) any and all claims and demands whatsoever which may be asserted against the Assignee or any Lender by reason thereof. Should the Assignee or any Lender incur any liability, loss or damage described in the preceding sentence, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate specified in the Credit Agreement, shall be added to the Debt secured hereby and the Assignor shall reimburse the Assignee (for the ratable benefit of the Lenders) therefor, promptly upon demand.

7. Intentionally Omitted.

8. These presents shall not be deemed or construed to constitute the Assignee as a mortgagee in possession of the Premises nor to obligate the Assignee to take any action hereunder, nor to incur any expenses or perform or discharge any obligation, duty or liability hereunder or under the Leases. However, should the Assignor fail to make any payment or to perform any obligation of the Assignor hereunder, then the Assignee, but without obligation so to do and without notice to or demand on the Assignor and without releasing the Assignor from any obligation herein, may make or do the same, including specifically, without limiting the Assignee's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of the Assignee and performing any obligation of the Assignor in any of the Leases contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and the Assignor will pay immediately upon demand all sums expended by the Assignee under the authority hereof, together with interest thereon at the rate set forth in the Credit Agreement, and the same shall be added to the Debt secured hereby and shall be secured by all of the security given for any of the Debt.

9. Upon the occurrence of an Event of Default, the Assignee, without notice, may: enter upon, take possession of and operate the Premises; make, enforce, modify or accept a

surrender of any of the Leases; obtain and evict tenants or other occupants under Leases; fix or modify rents; make any alterations, renovations, repairs and replacements to the Premises which the Assignee and the Lenders deem necessary or desirable for the successful operation of the Premises; bring or defend any suits in connection with the Premises, Leases or Rents in its own name (for the benefit of the Lenders) or in the name of the Assignor; obtain such insurance as the Assignee and the Lenders deem desirable; and do any acts which the Assignee and the Lenders deem proper to protect the security hereof until all Debt secured hereby is paid or performed in full, and either with or without taking possession of the Premises, in its own name (for the benefit of the Lenders), sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any Debt secured hereby in such order as the Assignee may determine. The entering upon and taking possession of the Premises, the collection of the Rents and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any notice of default hereunder.

10. Notwithstanding any agreement, Law, custom or usage to the contrary, the Assignor hereby assigns to the Assignee any award made hereafter to it in any court procedure involving any of the tenants in any bankruptcy, insolvency or reorganization proceedings in any state or federal court; and any and all payments made by the tenants in lieu of rent. Upon the occurrence of an Event of Default, the Assignor hereby appoints the Assignee as its irrevocable attorney-in-fact to appear in any action and/or to collect any such award or payment.

11. Notwithstanding any provision herein to the contrary, this Assignment is intended to be an absolute assignment from the Assignor to the Assignee and not merely the granting of a security interest. The Rents and Leases are hereby assigned absolutely by the Assignor to the Assignee; nevertheless, as long as no Event of Default shall be then continuing, the Assignor shall have the right to collect upon, but not prior to the date such Rents become due, the Rents and any award described in paragraph 10 hereof, and to retain, use and enjoy the same. Notwithstanding the foregoing, in the event a court of competent jurisdiction construes this Assignment to be collateral that secures the Obligations evidenced by the Notes rather than an absolute assignment, this Assignment shall constitute an assignment of rents as set forth in Ind. Code § 32-21-4-1 and thereby creates a security interest in the Rents that will be perfected upon the recording hereof.

12. To the extent necessary to interpret this Assignment, the provisions of the Notes and Mortgage are hereby incorporated by reference into this Assignment with the same effect as if set forth herein. In the event that any such incorporated provisions of the Notes and Mortgage are inconsistent with the provisions hereof, such provisions shall be construed, to the extent possible and to the extent permitted by applicable Law, to be in addition to, and not in lieu of, the provisions of this Assignment and if not possible or if not permitted by applicable Law, then if any such inconsistency exists between the provisions of the Notes and Mortgage and the provisions of this Assignment with respect to the Leases or Rents, the provisions of this Assignment shall control. Should applicable Law confer any rights or impose any duties inconsistent with or in addition to any of the provisions of this Assignment, the affected provisions of this Assignment shall be considered amended to conform to such applicable Law, but all other provisions hereof shall remain in full force and effect without modification.

13. Upon, or at any time after, instituting any judicial foreclosure of the Liens and security interests provided for herein or any other legal proceedings hereunder, the Assignee may make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Premises, as a matter of strict right and without further notice to the Assignor and without regard to the adequacy of the Premises for the repayment of the Obligations or the solvency of the Assignor or any person or persons liable for the payment of the Obligations, and the Assignor does hereby irrevocably consent to such appointment. Such receiver shall have all of the usual powers and duties of receivers pursuant to applicable Law.

14. Upon the occurrence of an Event of Default, the Assignee and the Lenders, upon notice to the Assignor, may elect to have all Rents assigned hereunder paid directly to the Assignee (for the ratable benefit of the Lenders) and the Assignee may notify the tenants or any other party or parties in possession of the Premises to pay all of the Rents directly to the Assignee (for the ratable benefit of the Lenders), for which this Assignment shall be sufficient warrant. Upon such notice from the Assignee to the tenants, the tenants are hereby authorized and directed to pay all Rents directly to the Assignee (for the benefit of the Lenders), unless or until the Assignee otherwise directs the tenants. Each tenant's account with the Assignor shall be credited with the amount of all Rents so paid by such tenant to the Assignee. The Assignor covenants and agrees to release and hold harmless all tenants from any claim on account of any such payments made directly to the Assignee (for the ratable benefit of the Lenders).

15. The Assignee and the Lenders may take or release other security, may release any party primarily or secondarily liable for any Debt secured hereby, may grant extensions, renewals or indulgences with respect to such Debt, and may apply any other security therefor held by them to the satisfaction of such Debt without prejudice to any of their rights hereunder. The rights of the Assignee to collect said Debt and to enforce any other security therefor held by them may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action by it hereunder. The failure of the Assignee and the Lenders to avail themselves of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. The Assignee shall have the full right, power and authority to enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that the Assignee and the Lenders shall deem fit.

16. This Assignment shall terminate and become void automatically upon the Mortgage being satisfied and discharged of record, or upon the recording of an instrument releasing all of the Premises from the Lien of the Mortgage. Upon satisfaction of the Mortgage and a written request of the Assignor, the Assignee will deliver an instrument sufficient to terminate this Assignment.

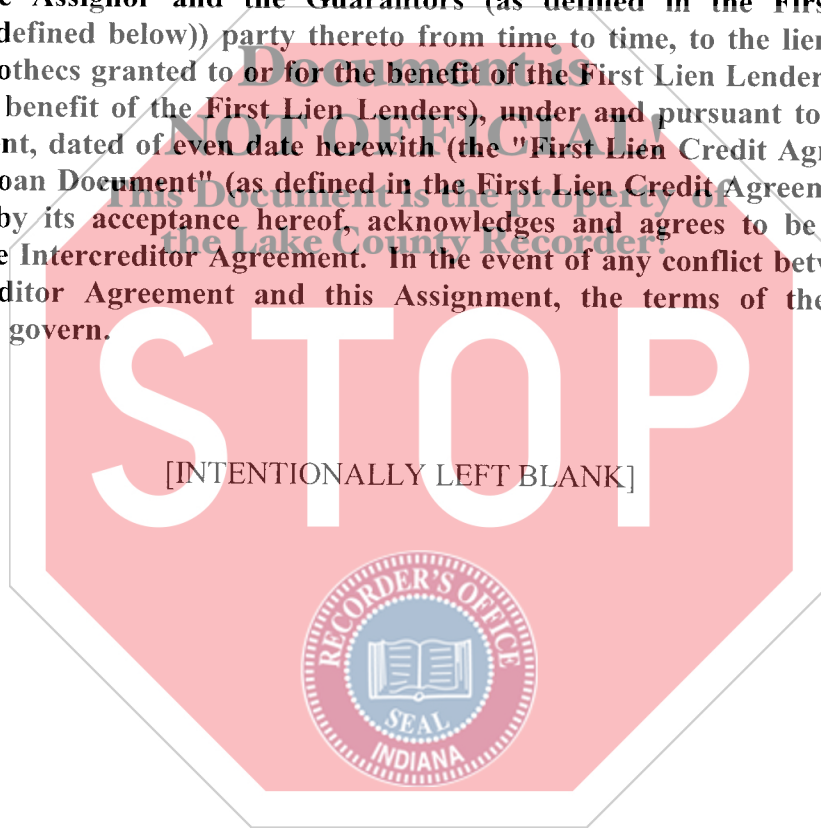
17. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely.

18. These presents shall be construed in accordance with the Laws of the State of Indiana without regard to the principles of conflicts of laws thereof, and shall be binding upon the Assignor, its successors and assigns, and shall inure to the benefit of the Assignee and its successors and assigns.

19. All notices required or permitted to be given hereunder shall be deemed to have been duly given if given in the manner provided for the giving of notice under the Credit Agreement or the Mortgage.

20. **WAIVER OF TRIAL BY JURY.** THE ASSIGNOR HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ALL BENEFIT AND ADVANTAGE OF ANY RIGHT TO A TRIAL BY JURY, AND WILL NOT AT ANY TIME INSIST UPON, OR PLEAD OR IN ANY MANNER WHATSOEVER CLAIM OR TAKE THE BENEFIT OR ADVANTAGE OF A TRIAL BY JURY IN ANY ACTION ARISING IN CONNECTION WITH THIS ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS.

21. **Subordination.** The liens and security interests or hypothecs created or evidenced hereby are subordinate in the manner and to the extent set forth in that certain Intercreditor and Subordination Agreement (as amended, restated or otherwise modified from time to time, the "Intercreditor Agreement"), dated of even date herewith, by and among PNC Bank, National Association, as administrative agent for the First Lien Lenders (as defined in the Intercreditor Agreement) (in such capacity, the "First Lien Lender Agent"), the Assignee, the Second Lien Lenders (as defined in the Intercreditor Agreement), the Assignor and the Guarantors (as defined in the First Lien Credit Agreement (as defined below)) party thereto from time to time, to the liens and security interests or hypothecs granted to or for the benefit of the First Lien Lender Agent (for its benefit and the benefit of the First Lien Lenders), under and pursuant to the First Lien Credit Agreement, dated of even date herewith (the "First Lien Credit Agreement"), and each related "Loan Document" (as defined in the First Lien Credit Agreement), and each holder hereof, by its acceptance hereof, acknowledges and agrees to be bound by the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Assignment, the terms of the Intercreditor Agreement shall govern.



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WITNESS WHEREOF, the undersigned has executed this Assignment on the day and year first above written to be effective on the Effective Date.

Resco Products, Inc.

By: William K. Brown (SEAL)
Name: William K. Brown
Title: President



ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

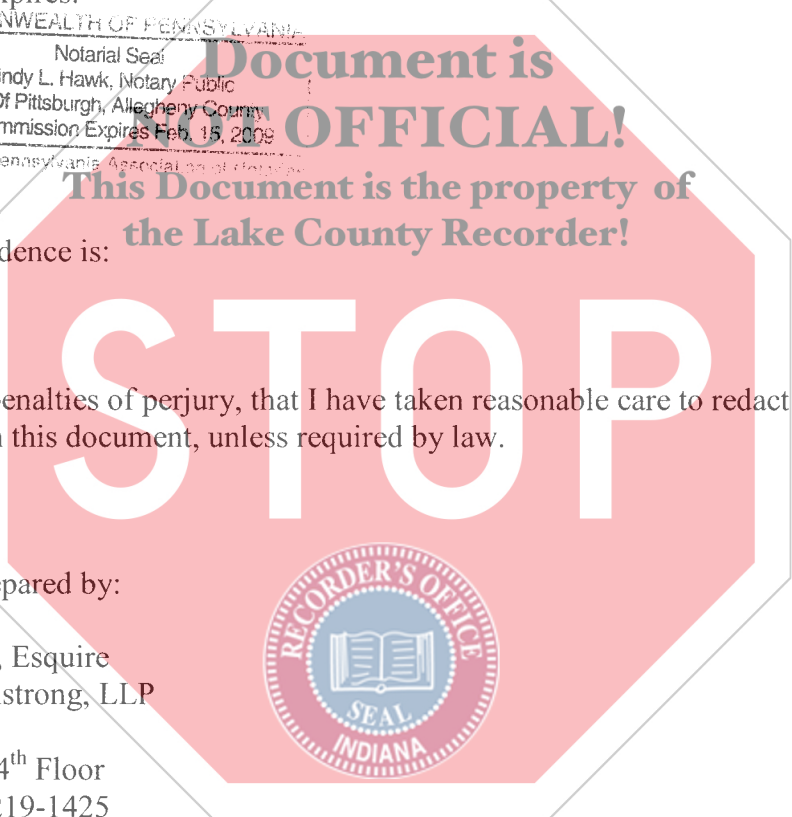
On this, the 21st day of June, 2007, before me, a Notary Public, the undersigned officer, personally appeared William K. Brown, who acknowledged himself to be the President of Resco Products, Inc., a Pennsylvania corporation (the "Company"), and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Company as such officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Cindy L. Hawk
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Cindy L. Hawk, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Feb. 15, 2009
Member, Pennsylvania Association of Notaries



My County of Residence is:
Allegheny

I affirm under the penalties of perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.

Sean M. Girdwood

This instrument prepared by:

Sean M. Girdwood, Esquire
Thorp Reed & Armstrong, LLP
One Oxford Centre
301 Grant Street, 14th Floor
Pittsburgh, PA 15219-1425

EXHIBIT "A"

Legal Description

NOTE: No Insurance is afforded as to the exact amount of acreage contained in the property described herein.

PARCEL 1

A parcel of land situated in the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, described as follows:

Beginning on the West line of the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian at a point which is 534.38 feet North of the Southwest corner of said Quarter Section; thence East 1 degree 5 minutes South, a distance of 862.76 feet; thence East 3 degrees 56 minutes 45 seconds South, a distance of 200.25 feet; thence East 1 degree 5 minutes South, a distance of 587.72 feet to a point which is 1,650 feet due East of the West line of said Quarter Section and 100 feet North of (measured at right angles to) the North line of the Indiana East-West toll road; thence North 0 degrees 0 minutes along a line parallel to the West line of said Quarter Section, a distance of 1,949.32 feet, more or less, to the South bank of the Grand Calumet River; thence West 15 degrees 40 minutes North along the South bank of the river, a distance of 553 feet; thence West 12 degrees 30 minutes South along the South bank of the river, a distance of 454.19 feet; thence West 42 degrees 17 minutes South along the South bank of the river, a distance of 248.91 feet; thence West 64 degrees 23 minutes South along the South bank of the river, a distance of 462 feet; thence West 57 degrees 20 minutes South along the South bank of the river, a distance of 537.71 feet, more or less, to a point on the West line of the said Quarter Section which point is 1,456.80 feet North of the Southwest corner of said Quarter Section; thence South 0 degrees 0 minutes along the West line of said Quarter Section, a distance of 922.42 feet to the place of beginning in the City of Hammond, Lake County, Indiana.

PARCEL 2

A parcel of land in the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second principal Meridian, described as follows:

Beginning on the West line of the Southeast Quarter of Section 33, Township 37 North, Range 9 West of the Second Principal Meridian, at a point which is 534.38 feet North of the Southwest corner of said Quarter Section; thence East 1 degree 5 minutes South, a distance of 862.76 feet; thence East 3 degrees 56 minutes 45 seconds South, a distance of 200.25 feet; thence East 1 degree 5 minutes South, a distance of 587.72 feet to a point which is 1,650 feet due East of the West line of said Quarter Section and 100 feet North of (measured at right angles to) the North line of the Indiana East-West toll road; thence South along a line parallel to the West line of said Quarter Section, a distance of 34.006 feet to a point of intersection with a line which is 66.00 feet North of and parallel to North right of way line of the Indiana East-West toll road; thence West 1 degree 5 minutes North, a distance of 589.21 feet; thence West 3 degrees 56 minutes 45 seconds North, a distance of 200.25 feet; thence West 1 degree 5 minutes North 861.27 feet to a point on the West line of said Quarter Section; thence North a distance of 34.006 feet to the place of beginning in the City of Hammond, Lake County, Indiana.

Key Nos.: 37-81-11 & 37-81-13