

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
SYSTEMAIR MFG. INC.	04/16/2009
RECEIVING PARTY DATA	
Name:	NORDEA BANK FINLAND PLC
Street Address:	437 Madison Avenue
Internal Address:	Corporate Banking Department
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 17	
Property Type	Number
Application Number:	11465645
Patent Number:	6945758
Patent Number:	6786701
Patent Number:	6722849
Patent Number:	6702548
Patent Number:	6648937
Patent Number:	6599105
Patent Number:	6592328
Patent Number:	6568193
Patent Number:	6517043
Patent Number:	6352407
Patent Number:	6289555
Patent Number:	6283709
Patent Number:	6077043

500854249

PATENT  
REEL: 022645 FRAME: 0454

CH \$680.00 11465645

Patent Number:	5795133
Patent Number:	5246343
Patent Number:	5133692

CORRESPONDENCE DATA	
Fax Number:	(202)585-8080
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(202) 585-8000
Email:	rgrant@nixonpeabody.com
Correspondent Name:	NIXON PEABODY LLP
Address Line 1:	401 9TH STREET, N.W.
Address Line 2:	SUITE 900
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	041384-145
NAME OF SUBMITTER:	Jeffrey L. Costellia

Total Attachments: 5 source=Security_Agreement#page1.tif source=Security_Agreement#page2.tif source=Security_Agreement#page3.tif source=Security_Agreement#page4.tif source=Security_Agreement#page5.tif
---

## PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT (the "Agreement") made as of this 16th day of April, 2009 by SYSTEMAIR MFG. INC., a Florida corporation (as successor by merger to Systemair Mfg. LLC, "Grantor") in favor of NORDEA BANK FINLAND PLC, acting through its New York and Cayman Islands branches (together with its successors and assigns, the "Grantee"):

W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Term Loan Agreement dated as of March 30, 2009 (as the same may be amended or otherwise modified from time to time, the "Loan Agreement"), providing for loans to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of March 30, 2009 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Patents Rights (as defined in the Security Agreement), and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event that any provisions of this Agreement are in conflict with the Security Agreement or the Loan Agreement, the provisions of the Loan Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether now owned or existing and hereafter created, acquired or arising:

(i) each Patent Right and application for Patent Rights listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof; and

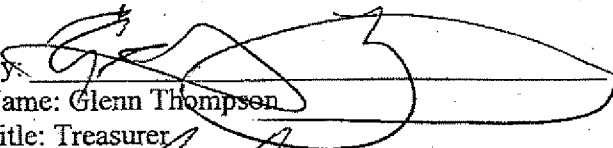
(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent Rights.

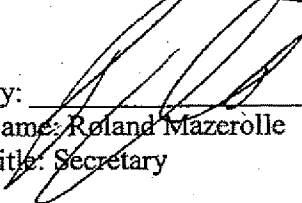
3. Counterparts. This Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page hereto by facsimile or in pdf-format shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.


**SYSTEMAIR MFG. INC.**


By:   
Name: Glenn Thompson  
Title: Treasurer

By:   
Name: Roland Mazerolle  
Title: Secretary

Agreed and Accepted  
As of the Date First Written Above

**NORDEA BANK FINLAND PLC**  
Acting through its New York and Cayman  
Islands branches

By:   
Name: Christer Svardh  
Title: First Vice President

By:   
Name: Gerald E. Chelius, Jr.  
Title: SVP Credit

**SCHEDULE A**

**PATENT RIGHTS**

[See attached.]

# SCHEDULE A - PATENTS

U.S. PATENT NO.	APP. NO.	TITLE	FILING/ISSUE DATE
	11/465,645	Retractable Mobile Fan Base	Filed: 08-18-2006 Issued:
6,945,758	10/093,868	Drive Support and Cover Assembly for Tubexial Fan	Filed: 3/08/2002 Issued: 9/20/2005
6,786,701	10/159,717	High Pressure Misting Fan	Filed: 5/31/2002 Issued: 9/7/2004
6,722,849	10/093,879	Propeller for Tubexial Fan	Filed: 3/8/2002 Issued: 4/20/2004
6,702,548	10/093,869	Tubexial Fan Assembly	Filed: 3/8/2002 Issued: 3/9/2004
6,648,937	10/159,645	Fan Having Disposable Grease Collection Canister	Filed: 05/29/2002 Issued: 11/18/2003
6,599,105	10/063,122	Fan Motor Pressure Housing	Filed: 3/22/2002 Issued: 7/29/2003
6,592,328	09/836,831	Method and Apparatus for Adjusting the Pitch of a Fan Blade	Filed: 4/17/2001 Issued: 7/15/2003
6,568,193	09/769,655	Method and Apparatus for Cooling an Electric Motor (A Thermoelectric Cooled Motor and Motor Compartment)	Filed: 1/25/2001 Issued: 5/27/2003
6,517,043	09/682,784	Segmented Fan Base	Filed: 10/18/01 Issued: 2/11/2003
6,352,407	11/14/2000	Blade Assembly for Fan Apparatus	Filed: 11/14/2000 Issued: 3/5/2002
6,289,555	09/268,417	Adjustable Hinge Assembly	Filed: 3/15/1999 Issued: 9/18/2001
6,283,709	11/2/1998	Variable Position Fan Assembly	Filed: 11/2/1998 Issued: 9/4/2001
6,077,043	08/769,794	Impeller for a Fan and a Method for Making Same	Filed: 12/19/1996 Issued: 6/26/2000
5,795,133	08/762,365	Hinged Fan Guard with Snap Fit	Filed: 12/9/1996 Issued: 8/18/1998
5,246,343	07/811,652	Fan Assemblies and Method of Making the Same	Filed: 12/23/1991 Issued: 9/21/1993
5,133,692	07/669,599	Light Restricting Housing for Ventilation System	Filed: 3/14/1991 Issued: 7/28/1992

PATENT

RECORDED: 05/07/2009

REEL: 022645 FRAME: 0460