

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ProAir, LLC	04/26/2010
RECEIVING PARTY DATA	
Name:	Berkshire Bank
Street Address:	150 Presidential Way
Internal Address:	Suite 210
City:	Woburn
State/Country:	MASSACHUSETTS
Postal Code:	01801
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	D393702
Patent Number:	D405170
CORRESPONDENCE DATA	
Fax Number:	(617)742-2355
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617-742-4200
Email:	trademark@riw.com
Correspondent Name:	Stacey C. Friends, Esq.
Address Line 1:	Ruberto, Israel & Weiner, P.C.
Address Line 2:	100 North Washington Street
Address Line 4:	Boston, MASSACHUSETTS 02114-2128
ATTORNEY DOCKET NUMBER:	10769-2
NAME OF SUBMITTER:	Stacey C. Friends
Total Attachments: 5 source=Patent Security Agreement - executed (00098584)#page1.tif	

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PATENT SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of April 22, 2010, by and between ProAir, LLC, a Delaware limited liability company having its principal place of business at 28731 County Road 6, Elkhart, Indiana 46514 (the "**Borrower**"), and Berkshire Bank, a federally chartered banking institution, with a place of business located at 150 Presidential Way, Suite 210, Woburn, Massachusetts 01801 ("**Bank**").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

1. Grant of Security Interest. Borrower hereby grants to Bank a first priority security interest in, and conditionally assigns, but does not transfer title to Secured party, all of Borrower's right, title and interest in and to the following (collectively, the "**Collateral**") to secure payment and performance of all obligations of Borrower to Bank whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including, without limitation, those liabilities of Borrower to Bank pursuant to a Loan and Security Agreement (All Assets) dated April 22, 2010, between Bank and Borrower (the "**Loan Agreement**") (collectively, the "**Obligations**").

The Collateral shall consist of the following:

(a) Each of the patents and patent applications which are presently, or in the future may be, owned, issued, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all patent rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), foreign filing rights and rights to extend such patents and patent rights;

(b) All of Borrower's right, title and interest, in and to the patents and patent applications listed on **Schedule A** attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest in all patentable inventions, and to file applications for patent under federal patent law or regulation of any foreign country, and to request reexamination and/or reissue of the patents, the right (without obligation) to sue or bring interference proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the patents, and all rights (but not obligations) corresponding thereto in the United States and any foreign country;

(d) All general intangibles relating to the Collateral; and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Bank the following:

(a) A true and complete schedule setting forth all patents and patent applications owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) Each of the patents is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the patents are invalid or unenforceable, or that the use of any patents violates the rights of any third person, or of any basis for any such claims;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the patents and patent applications, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, shop rights and covenants by Borrower not to sue third persons except for Permitted Liens (as defined in the Loan Agreement);

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the patents;

(e) Except for the filing of financing statements with the Secretary of State of Delaware under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

3. After-Acquired Patent Rights. If Borrower shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, divisional or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new patents. Borrower shall bear any expenses incurred in connection with future applications for patent.

4. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any of the patents, its right to apply for the same, or its right to keep and maintain such patent rights.

5. Power of Attorney. Borrower grants Bank power of attorney, having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Bank's discretion to take any action and to execute any instrument after the occurrence and during the continuance of an Event of Default which Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of the Loan Agreement:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

6. Events of Default. Any of the following events shall be an Event of Default:

(a) Borrower fails to make any payment of principal or interest when due or any other payment on any other Obligation within ten (10) days of the date when due and payable other than, in either case, as a result of Bank's failure to timely debit Borrower's loan account for the amount of such payment; and

(b) the occurrence of an Event of Default as that term is defined in the Loan Agreement.

7. Specific Remedies. Upon the occurrence and during the continuance of any Event of Default:

(a) Bank may cease advancing money or extending credit to or for the benefit of Borrower under the Loan Agreement or under any other agreement between Borrower and Bank.

(b) Bank may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Bank may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Bank, including amounts represented by certificates of deposit;

(d) Bank may notify licensees to make royalty payments on license agreements directly to Bank;

(e) Bank may sell or assign the Collateral at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any

disposition of the Collateral shall be satisfied if such notice is sent to Borrower twenty (20) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

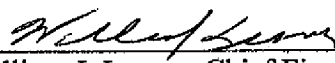
(f) If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least twenty (20) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Bank at such sale.

8. **Governing Law.** All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

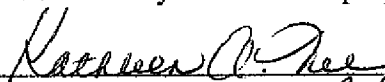
PROAIR, LLC

By: 
William J. Leaver, Chief Financial Officer

COMMONWEALTH OF MASSACHUSETTS

Massachusetts, ss. Middlesex

On this 20th day of April, 2010, before me, the undersigned notary public, personally appeared William J. Leaver, as Chief Financial Officer of ProAir, LLC, a Delaware corporation, proved to me to be the person whose name is signed on the preceding or attached document, through satisfactory evidence of identification, namely, a driver's license issued by the State of Massachusetts bearing the photographic image of the face and signature of William J. Leaver, and acknowledged to me that he signed it voluntarily for its stated purpose.


Notary Public Kathleen A. Nee
My Commission Expires: 3/3/11

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**SCHEDULE A
TO A PATENT SECURITY AGREEMENT
BETWEEN PROAIR, LLC (Borrower)
AND
BERKSHIRE BANK (Bank)
DATED: April 26, 2010**

ISSUED PATENTS (USA)

APPLICATION OR PATENT NO.	FILING DATE	EXPIRATION DATE	TITLE
D393,702	03/31/1997	04/21/2012	
D405,170	03/20/1997	02/02/2013	

PENDING PATENT APPLICATIONS (USA)

SERIAL NO.	FILING DATE	ATTORNEY/AGENT	TITLE