

U.S. PATENT AND TRADEMARK OFFICE

5-22-00

DOCUMENT ID NO.: 101247460

05-25-2000

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



HEET

101367644

To the Honorable Commissioner of Patents and Trademark

Name of conveying party(ies):

COMAIR ROTRON, INC.

Additional name(s) of conveying party(ies) attached? yes no

2. Name and address of receiving party(ies):

(2a.)

Name: Bank of America, N.A.

Address: 710 - 5th Ave., 16th Floor (Mail Code: WAI-102-16-20),
Seattle, WA 98104

3. Name of Conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other: Grant of Trademark Security Interest

(2b.)

Name _____

Address: _____

Additional name(s) & address(es) attached? yes no

Execution Date: December 29, 1999

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s): 75/464,997 (filed: 04/09/98)

B. Trademark Registration No.(s): _____

Additional numbers attached yes no

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael Neary

Internal Address: O'MELVENY & MYERS LLP

Street Address: 400 South Hope Street

City: Los Angeles State: CA ZIP: 90071-2899

6. Total number of applications and patents involved: one

7. Total fee (37 CFR 3.41):.....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 50-0639

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Brian M. Berliner

Name of Person Signing

Signature

May 18, 2000

Date

Total number of pages comprising cover sheet, attachments and document: 5

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, COMAIR ROTRON, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor has entered into a Credit Agreement dated as of December 29, 1999 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and **BANK OF AMERICA, N.A.**, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Grantor; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Specified Swap Contracts with one or more Lenders (in such capacity, collectively, "**Swap Providers**"); and

WHEREAS, pursuant to the terms of a Master Security Agreement dated as of December 29, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business

symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”);
and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21st day of December, 1999.

COMAIR ROTRON, INC.

By: Kenneth E. Barrera
Name: Kenneth E. Barrera
Title: Treasurer

**SCHEDULE A TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Comair Rotron, Inc.	Biscuit	892,900	6/16/70
Comair Rotron, Inc.	Caravel	785,914	3/2/65
Comair Rotron, Inc.	Comair Rotron	1,774,167	1/3/93
Comair Rotron, Inc.	Diplomat	1,976,999	5/28/96
Comair Rotron, Inc.	EnviroShield	75/464997 (Application)	4/9/98
Comair Rotron, Inc.	Falcon	2,091,642	8/26/97
Comair Rotron, Inc.	Feather	749,414	5/14/63
Comair Rotron, Inc.	Flight	1,654,833	8/27/91
Comair Rotron, Inc.	Galaxy	1,758,195	3/16/93
Comair Rotron, Inc.	Major	921,485	10/5/71
Comair Rotron, Inc.	Maltese Falcon	2,247,903	5/25/99
Comair Rotron, Inc.	Modular	1,756,675	3/9/93
Comair Rotron, Inc.	Muffin	671,482	12/23/58
Comair Rotron, Inc.	Patriot	1,046,764	8/24/76
Comair Rotron, Inc.	Spinnaker	1,652,304	7/30/91
Comair Rotron, Inc.	Sprint	1,373,630	12/3/85
Comair Rotron, Inc.	Sprite	1,756,673	3/9/93
Comair Rotron, Inc.	Tarzan	829,773	6/6/67
Comair Rotron, Inc.	Therma Pro-V	1,660,709	10/15/91
Comair Rotron, Inc.	Viking	1,953,895	2/6/96
Comair Rotron, Inc.	Whiffet	1,753,188	2/16/93
Comair Rotron, Inc.	Whisper	751,288	6/18/63