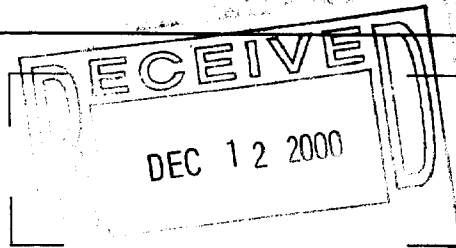


01-03-2001



101570938



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET, TRADEMARKS ONLY

12-12-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
11/30/2000

Name Tec-Air, Inc.

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Illinois

Receiving Party

Mark if additional names of receiving parties attached

Name LaSalle Bank National Association

DBA/AKATA _____

Composed of _____

Address (line 1) 135 South LaSalle Street

Address (line 2) _____

Address (line 3) Chicago Illinois 60613

- Individual General Partnership Limited Partnership Corporation Association
- Other a National Banking Association
- Citizenship/State of Incorporation/Organization _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

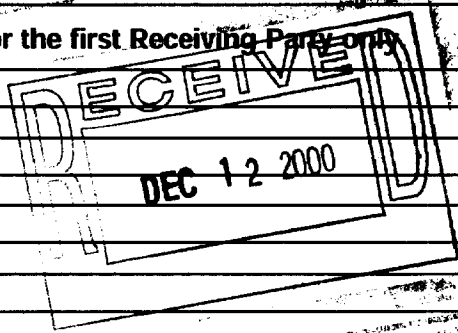
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0851-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0851-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 002205 FRAME: 0218

Domestic Representative Name and Address

Enter for the first Receiving Party only



Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1200319"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Victor A. Des Laurier
Name of Person Signing

Signature

Date Signed

**COLLATERAL ASSIGNMENT OF TRADEMARKS,
PATENTS, COPYRIGHTS AND LICENSES**

This Collateral Assignment of Trademarks, Patents, Copyrights and Licenses (this "Assignment") is made and entered into as of November 30, 2000, by and between LaSalle Bank National Association, a national banking association ("Lender"), and Tec-Air, Inc., an Illinois corporation ("Tec-Air"), Tec Air Tennessee, Inc., a Tennessee corporation ("Tec Air Tennessee"), and Lewisburg Scientific Molding, Inc., a Tennessee corporation ("Lewisburg"; Lewisburg, together with Tec-Air and Tec Air Tennessee are each individually a "Borrower" and collectively the "Borrowers").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith, the Lender is providing certain extensions of credit, loans and other financial accommodations (the "Financial Accommodations") to Borrowers pursuant to that certain Amended and Restated Loan and Security Agreement of even date herewith (as amended or restated from time to time, the "Loan Agreement") and the other instruments, documents and agreements referenced in the Loan Agreement or executed and delivered pursuant to the Loan Agreement (collectively the "Other Agreements") (the Loan Agreement, together with the Other Agreements are collectively the "Loan Documents");

WHEREAS, pursuant to the Loan Documents, Borrowers granted Lender, a first position priority security interest and lien in and to all of Borrowers' assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests, of any kind, nature or description whatsoever; and

WHEREAS, Lender will provide the Financial Accommodations to Borrowers, provided, among other things, that Borrowers will execute and deliver to Lender this Assignment.

NOW, THEREFORE, in consideration of the Financial Accommodations, the mutual promises and understandings of Borrowers and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrowers covenants unto and agree with Lender as follows:

1. **Incorporation of Loan Agreement.** The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms which have an initial capital letter where not required by the rules of grammar, and are not otherwise defined herein, are defined in the Loan Agreement.

2. **Collateral Assignment of Trademarks.** To secure the full and timely performance of all of Borrowers' Liabilities, each Borrower hereby transfers, assigns, grants and conveys to Lender a first position priority security interest and lien in and to all of such Borrower's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising:

- (A) (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit "A", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

- (B) (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit "B", (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties, damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");
- (C) (i) all copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit "C", (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");
- (D) all license agreements for Trademarks, Patents and Copyrights, whether such Borrower is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit "D", and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Loan Agreement now or hereafter owned by such Borrower and now or hereafter covered by such licenses (collectively the "Licenses"); and
- (E) the goodwill of such Borrower's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses.

This Assignment is made for collateral purposes only. Each Borrower acknowledges and agrees that upon the occurrence of a Default, subject to Section 3 below, Lender has the power to use and sell the Trademarks, Patents, Copyrights and Licenses.

3. **Grant Of Rights, Licenses And Privileges.** Lender grants to Borrowers the following rights, licenses and privileges under the Trademarks, Patents, Copyrights and Licenses:

- (A) prior to a Default, an exclusive, nonassignable, royalty-free right and irrevocable license to use the Trademarks, Patents, Copyrights and Licenses, and to make, use and sell the Inventory;
- (B) upon a Default, a non-exclusive, nonassignable, royalty-free right and irrevocable license to use the Trademarks, Patents, Copyrights and Licenses, and to make, use and sell the Inventory; and
- (C) in either case, a nonassignable, royalty-free right to bring suit at the sole charge, cost and expense of Borrowers, for infringement against any and all past and future infringers of the Trademarks, Patents, Copyrights and Licenses in the name of Borrowers as complainant; provided, however, that no such suit shall be brought in the name of Lender, unless Borrowers first receives the written consent of Lender thereto, which consent shall not be unreasonably withheld where the law requires infringement suits to have the Trademark, Patent, Copyright or License owner joined as a necessary party.

4. **Restrictions on Future Agreements.** Except as set forth in Paragraph 3 hereof, Borrowers agree that until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, Borrowers will not, without Lender's prior written consent, enter into any document, instrument or agreement, which is inconsistent with Borrowers' obligations under this Assignment. Borrowers further agree that they will not take any action, or permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to Lender under this Assignment.

5. **New Trademarks, Patents, Copyrights and Licenses.** Borrowers represent and warrant that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits "A", "B", "C" and "D" respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Borrowers. If, prior to payment of the Liabilities in full, Borrowers shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 2 above shall automatically apply thereto and Borrowers shall provide Lender with immediate notice thereof. Borrowers hereby authorize Lender to modify this Assignment by amending Exhibits "A", "B", "C" and "D" to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

6. **Royalties; Terms.** Borrowers hereby agrees that the use by Lender of all Trademarks, Patents, Copyrights and Licenses as described above shall be without any liability for royalties or other related charges from Lender to Borrowers. The term of the assignments granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the payment to Lender of the Liabilities in full and the termination by Lender of the Loan Documents.

7. **Lender's Right to Inspect.** Lender shall have the right, to inspect each Borrower's premises and to examine Borrowers' books, records and operations, including, without limitation, each Borrower's quality control processes. Upon a Default, Borrowers agrees that Lender shall have the right to establish such additional product quality controls as Lender, in its sole discretion, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks, Patents, Copyrights or Licenses. Except as set forth in Paragraph 3 hereof, Borrowers agree (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses; (ii) to maintain the quality of any and all products in connection with which the Trademarks, Copyrights or Licenses consistent with the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products in any material way without Lender's written consent.

8. **Nature and Termination of Lender's Security Interest.** This Assignment is made for collateral purposes only. Except as otherwise provided in Paragraphs 3, 4, 7, 9 and 14 hereof, nothing contained herein shall be deemed to limit in any way Borrowers' right to use the Trademarks, Patents, Copyrights or Licenses or to grant to Lender any right to use the Trademarks, Patents, Copyrights or Licenses prior to a Default.

9. **Duties of Borrowers.** Borrowers shall have the duty (i) to prosecute diligently any trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Liabilities shall have been paid in full, (ii) to make applications for trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all rights and Trademarks, trademark registrations, trademark applications, Copyrights, applications for copyright registrations, Patents, patent applications, patent registrations and Licenses. Any

expenses incurred in connection with such applications shall be borne by Borrowers. Borrowers shall not abandon any right to file any trademark application, pending trademark application, Trademark, Copyright, application for copyright registration, patent application, pending patent application or Patent, without the consent of Lender, which consent shall not be unreasonably withheld.

10. **Lender's Right to Sue.** Upon a Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Borrowers shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Trademarks, Patents, Copyrights and Licenses, and Borrowers shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 10.

11. **Waivers.** Lender's failure at any time or times hereafter to require strict performance by Borrowers of any provision of this Assignment shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of a Default shall not suspend, waive or affect any other Default, whether same is prior or subsequent thereto and whether of the same or a different type. None of the undertakings, agreements, warranties, covenants and representations of Borrowers contained in this Assignment and no Default by Borrowers shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing signed by an officer of Lender and directed to Borrowers specifying such suspension or waiver.

12. **Severability.** The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

13. **Modification.** This Assignment cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 5 hereof or by a writing signed by the parties hereto.

14. **Cumulative Remedies; Power of Attorney; Effect on Loan Agreement.** All of Lender's rights and remedies with respect to the Trademarks, Patents, Copyrights and Licenses, whether established hereby, by the Loan Documents, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrowers hereby authorize Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its sole discretion, as Borrowers' true and lawful attorney-in-fact, with power, upon a Default and commencement by Lender of any of its rights and remedies whatsoever, whether pursuant to this Assignment, the Loan Documents, at law, in equity or otherwise, to (a) endorse Borrowers' name on all applications, documents, papers and instruments necessary or desirable for Lender in connection with selling the Trademarks, Patents, Copyrights and Licenses, (b) take any other actions with respect to the Trademarks, Patents, Copyrights and Licenses, as Lender decides in its sole and absolute discretion, (c) assign, pledge, sell, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights and Licenses to any person or entity as Lender may determine in its discretion, and (d) grant or issue any non-exclusive license under the Trademarks, Patents, Copyrights and Licenses, to any person or entity. Borrowers agree to indemnify Lender for any infringement claims or other similar claims filed or asserted against Lender from the use of any of the Trademarks, Patents, Copyrights and Licenses. Borrowers hereby ratify all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Liabilities shall have been paid in full and all financing arrangements between Borrowers and Lender have been terminated. Borrowers acknowledge and agree that this Assignment is not intended to limit or restrict in any

way the rights and remedies of Lender under the Loan Documents, at law or in equity, but rather is in addition to and intended to facilitate the exercise of such rights and remedies.

15. **Binding Effect; Benefits.** This Assignment shall be binding upon Borrowers and their respective successors and assigns, and shall inure to the benefit of Lender, its nominees, successors and assigns.

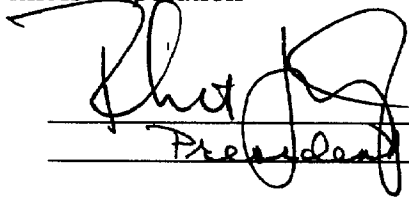
16. **Notice.** Any and all notices, exercises, demands, requests, consents, designations, waivers and other communications required or desired hereunder shall be delivered to the parties hereto at their addresses set forth in the Loan Agreement and shall be effective as set forth in the Loan Agreement.

17. **Governing Law.** This Assignment shall be deemed to have been executed and delivered in Chicago, Illinois, and shall be governed by and construed in accordance with the internal laws (as opposed to conflicts of law provisions) of the State of Illinois.

IN WITNESS WHEREOF, Borrowers' duly authorized officers have executed this Assignment as of the date first set forth above.

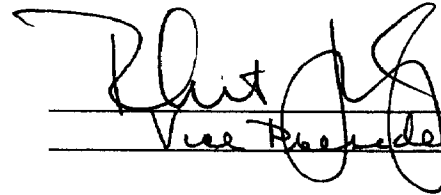
TEC-AIR, INC.,
an Illinois corporation

By: _____
Its: _____


President

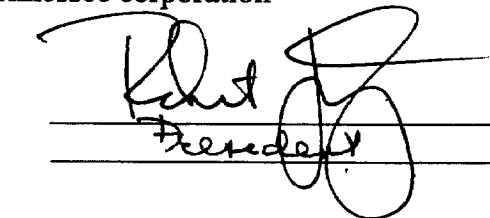
TEC AIR TENNESSEE, INC.,
a Tennessee corporation

By: _____
Its: _____


Vice President

LEWISBURG SCIENTIFIC MOLDING, INC.,
a Tennessee corporation

By: _____
Its: _____


President

ACCEPTANCE

The undersigned, LaSalle Bank National Association accepts the foregoing Collateral Assignment of Trademarks, Patents, Copyrights and Licenses.

LASALLE BANK NATIONAL ASSOCIATION

By: Mark A. Maguire
Its: First Vice President

SCHEDULE A

TO

**COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES**

Trademarks and Trademark Registration

Trademark: TEC-AIR
Filing Date: November 13, 1978
Serial No.: 73/193184
Registration Date: July 6, 1982
Reg. No.: 1,200,319

SCHEDULE B
TO
COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES

Patent and Patent Registrations

<u>Patent No.</u>	<u>Title</u>
4,816,973	Portable night light and air freshener
4,748,900	Ducted ventilator
4,711,161	Ductless air treating device with illuminator
4,323,330	Vaneless diffuser
4,306,892	Disposable air freshening packet
4,107,257	Method for molding dynamically balanced fans
4,047,692	Apparatus for molding dynamically balanced fans
DES 271,042	Combination portable night light and air freshener

SCHEDULE C

**TO
COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES**

Copyrights and Copyright Applications

<u>Copyright</u>	<u>Date</u>	<u>Title</u>
-------------------------	--------------------	---------------------

None.

SCHEDULE D

TO

**COLLATERAL ASSIGNMENT OF
TRADEMARKS, PATENTS, COPYRIGHTS AND LICENSES**

License Agreements

None.

Doc ID: 182882-2