

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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DEPARTMENT OF COMMERCE I.S. Patent and Trademark Office

102720552

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 4-8-04 Comair Rotron, Inc., a Delaware corporation
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[X] Corporation-State
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [X] No

2. Name and address of receiving party(ies)
Name: LaSalle Bank National Association
Internal Address: Attn: Travis Burns
Street Address: 135 South LaSalle Street
City: Chicago State: IL Zip: 60603
[] Individual(s) citizenship
[X] Association National banking association
[] General Partnership
[] Limited Partnership
[] Corporation-State
[] Other
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? [] Yes [X] No

3. Nature of conveyance:
[] Assignment [] Merger
[X] Security Agreement [] Change of Name
[] Other
Execution Date: 4/02/04

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/933,440; 76/258,756; 78/177,442; 78/260,667; 78/247,691; 78/247,986; 78/306,239
B. Trademark Registration No.(s) SEE ATTACHMENT 1
For Trademarks
Additional number(s) attached [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ungaretti & Harris
Internal Address: Attn: Daniel P. Strzalka
Street Address: 3500 Three First National Plaza
City: Chicago State: IL Zip: 60602

6. Total number of applications and registrations involved: 28
7. Total fee (37 CFR 3.41): \$ 715.00
[X] Enclosed
[] Authorized to be charged to deposit account

8. Deposit account number:
APR -8 AM 7:25
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.
Daniel P. Strzalka (attorney for Rec. Party)
Name of Person Signing [Signature] Signature
4/7/04 Date
[18]

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

04/13/2004 MGETACHE 00000111 75933440

01 FC:8521 02 FC:8522

40.00 OP 675.00 OP

ATTACHMENT 1

Trademarks

Registration Number

785,914
1,756,673
1,652,304
1,373,630
1,756,675
751,288
1,046,764
921,485
892,900
671,482
829,773
1,654,833
1,774,167
1,660,709
1,976,999
1,753,188
1,758,195
1,953,895
2,091,642
2,247,903
2,371,549

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is made as of April 2, 2004 by and among Comair Rotron, Inc., a Delaware corporation (the “**Grantor**”) and LaSalle Bank National Association (“**Lender**”).

WHEREAS, Grantor and Lender are parties to that certain Loan and Security Agreement of even date herewith (such Loan and Security Agreement as the same hereafter may be amended, modified, supplemented or restated from time to time hereinafter, together with any documents related thereto, are referred to as the “**Loan Agreement**”); and

WHEREAS, Lender is requiring Grantor to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the obligations of Grantor under the Loan Agreement (the “**Obligations**”) and (ii) as a condition precedent to the Loan Agreement.

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

1. DEFINED TERMS.

Terms not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.

2. SECURITY INTEREST IN TRADEMARKS.

To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Grantor hereby grants to Lender, a security interest in, with power of sale to the extent permitted by applicable law and the provisions of this Agreement, all of Grantor’s United States and foreign, trademarks, tradenames, service marks and applications, any of the foregoing now or hereafter owned and/or used by Grantor and all licenses that allow the use of any, trademarks, service marks, copyrights or applications of others (collectively, the “**Intellectual Property Rights**”) now owned or existing and hereafter acquired or arising consisting of:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of

Grantor's business symbolized by the foregoing and connected therewith and (e) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this Section 2(i), together with any goodwill connected with and symbolized thereby, are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interest in trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security contemplated by this Agreement; provided that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 2 shall be deemed to apply thereto automatically.

3. NEW TRADEMARKS AND LICENSES.

If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor or (iii) enter into any new trademark license agreement or service mark license agreement, which in any such case, shall involve or constitute Intellectual Property Rights, the provisions of Section 2 above shall automatically apply thereto. Grantor shall give to Lender written notice of events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on an annual basis. Grantor hereby authorizes Lender to modify this Agreement unilaterally (i) by amending Schedule A to include any future Intellectual Property Rights consisting of trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future Intellectual Property Rights consisting of trademark license agreements and/or service mark license agreements, which are Trademarks or Licenses under Section 2 above or under this Section 3 and (ii) by filing with the appropriate government agency, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

4. REPRESENTATIONS AND WARRANTIES.

Grantor represents and warrants as of the date hereof that: (i) the Trademarks listed on Schedule A include all of the Intellectual Property Rights consisting of trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications; (ii) the Licenses listed on Schedule B include all of the Intellectual Property Rights consisting of trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor; and (iii) no liens, claims or security interests in such Trademarks and Licenses have been granted by Grantor to any Person other than Lender, except as permitted under the Loan Agreement.

5. DUTIES OF GRANTOR.

Grantor shall, to the extent material to the normal conduct of Grantor's business, have the duty to: (i) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement; (ii) make application for registration of material not registered as trademarks or service marks, which is capable of being registered as trademarks or service marks; (iii) not abandon any Trademark or License without the prior written consent of Lender; and (iv) maintain in full force and effect the Trademarks and the Licenses in connection with the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Lender shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but Lender may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

6. ROYALTIES.

Grantor hereby agrees that the use by Lender of the Trademarks and Licenses as authorized hereunder in connection with Lender's exercise of its rights and remedies under Section 10 shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Grantor.

7. FURTHER ASSIGNMENTS AND SECURITY INTERESTS.

From and after the occurrence of, and during the continuation of, an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such reasonable additional product quality controls as Lender or such conservator, in its sole and absolute discretion, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent

of Lender, (ii) to maintain the quality of such products as of the date hereof and (iii) not to change the quality of such products in any material respect without Lender's prior and express written consent. Grantor acknowledges that Lender, in its sole and absolute discretion, may withhold its consent for any or for no reason.

8. NATURE AND CONTINUATION OF LENDER'S SECURITY INTEREST; TERMINATION OF LENDER'S SECURITY INTEREST.

This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations (other than contingent indemnity obligations) have been paid in full. When this Agreement has terminated, Lender shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate Lender's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Lender pursuant to this Agreement or the Loan Agreement.

9. LENDER'S RIGHT TO SUE.

From and after the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section 9 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Lender).

10. CUMULATIVE REMEDIES; POWER OF ATTORNEY.

Grantor hereby irrevocably designates, constitutes and appoints Lender (and all Persons designated by Lender in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, and authorize Lender and any of Lender's designees, in Grantor's or Lender's names after the occurrence and during the continuance of an Event of Default, to: (i) endorse Grantor's names on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or the Licenses; (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms; (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms; and (iv) take any other actions with respect to the Trademarks or the Licenses as Lender deems in its best interest. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Subject to the limitations set forth herein, or in the Loan Agreement, Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Lender to exercise any of its remedies under Part 6 of Article 9 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Lender or any transferee of Lender and to execute and deliver to Lender or any such transferee all such agreements, documents and instruments as may be necessary, in Lender's sole and absolute discretion, to effect such assignment, conveyance and transfer. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuation of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other documents between Grantor and Lender. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided that Lender may give any shorter notice that is commercially reasonable under the circumstances.

11. MISCELLANEOUS.

11.1 Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

11.2 Waivers. Lender's failure, at any time or times hereafter, to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement 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 Grantor specifying such suspension or waiver.

11.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement 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 Agreement in any jurisdiction.

11.4 Modification. Except as provided for in Section 3, this Agreement cannot be altered, amended or modified in any way, except as by a writing signed by the parties hereto.

11.5 Successors and Assigns. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided that Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without Lender's prior written consent.

11.6 Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the internal laws (as opposed to conflict of laws provisions) and decisions of the State of Illinois.

11.7 Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

11.8 Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

11.9 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

11.10 Merger. This Agreement represents the final agreement of Grantor with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Lender.

11.11 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

[signature page attached]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

Comair Rotron, Inc., a Delaware corporation

By: _____


Name: _____

Title: _____

Accepted and agreed to as of the day and year first above written.

LENDER:

LaSalle Bank National Association

By:  _____

Name: Travis Burns

Title: Vice President

Schedule A

Trademarks

CaseNumber	Country	Trademark Name:	Application	Filing Date:	Status	Registration	Reg. Date:
0917.201	BR	CARAVEL	816949760	01-Jan-1111	Registered	816949760	08-Mar-1994
0917.201	JP	CARAVEL	35145/83	19-Apr-1983	Registered	1918813	24-Dec-1986
0917.201	US	CARAVEL	187,338	24-Feb-1964	Registered	785,914	02-Mar-1965
0917.202	GB	SPRITE	1,515,194		Registered	1,515,194	14-Apr-1992
0917.202	IT	SPRITE	35584C/85	18-Oct-1985	Registered	465 534	16-Feb-1987
0917.202	FR	SPRITE			Registered	1,571,155	09-Jun-1980
0917.202	DE	SPRITE		15-Jun-1965	Registered	832,351	25-Apr-1967
0917.202	CA	SPRITE		17-Jun-1965	Registered	146,501	05-Aug-1966
0917.202	BX	SPRITE			Registered	058.091	13-Sep-1971
0917.202	US	SPRITE	74/265,826	14-Apr-1992	Registered	1,756,673	09-Mar-1993
0917.202	JP	SPRITE	5-6821	28-Jan-1993	Registered	4,059,974	26-Sep-1997
0917.203	US	SPINNAKER	042,645	26-Mar-1990	Registered	1,652,304	30-Jul-1991
0917.204	US	SPRINT	464,780	08-Feb-1984	Registered	1,373,630	03-Dec-1985
0917.205	US	MODULAIR	74/268,485	23-Apr-1992	Registered	1,756,675	09-Mar-1993
0917.208	FR	FEATHER		15-Dec-1992	Expired	92,446,144	15-Dec-1992
0917.208	BR	FEATHER			Inactive		
0917.208	ZA	FEATHER			Expired	B66/2380	14-Jun-1966
0917.208	IT	FEATHER	35586C/85	18-Oct-1985	Let Expire	465 536	16-Feb-1987
0917.208	GB	FEATHER	1 515 331		Let Expire	1,515,331	09-Oct-1992
0917.208	DE	FEATHER			Let Expire	819,076	03-May-1966
0917.208	CA	FEATHER	290,164	17-Jun-1965	Let Expire	143,947	11-Feb-1966
0917.208	BX	FEATHER			Let Expire	058.090	13-Sep-1971
0917.208	US	FEATHER	153,819	24-Sep-1962	Expired	749,414	14-May-1963
0917.208(A)	BR	FEATHER	026.816	22-Sep-1980	Expired	800 268 164	24-May-1983
0917.208(B)	BR	FEATHER	026 816/A	22-Sep-1980	Expired	800 504 518	24-May-1983
0917.209	GB	WHISPER		28-May-1969	Registered	868 095	14-Aug-1964
0917.209	JP	WHISPER			Inactive		
0917.209	FR	WHISPER	523 422	29-Jul-1979	Registered	1 563 982	07-Dec-1989
0917.209	DE	WHISPER			Registered	805 873	24-Jun-1965
0917.209	US	WHISPER	153,820	24-Sep-1962	Registered	751,288	18-Jun-1963

Case Number	Country	Trademark Name	Application	Filing Date	Status	Registration	Reg. Date
0917.209	IT	WHISPER	MR94C003594	08-Aug-1984	Registered	689311	14-Oct-1996
0917.209	CA	WHISPER	284 368	01-Sep-1964	Registered	140,476	28-May-1965
0917.209	BR	WHISPER	8026813AO	22-Sep-1980	Expired	800 504 496	03-Jan-1984
0917.209(A)	JP	WHISPER	62-010365	05-Feb-1987	Registered	2263202	21-Sep-1990
0917.209(B)	JP	WHISPER			Expired	702 401	25-Mar-1966
0917.210	JP	PATRIOT	58-035146		Expired	1858739	23-Apr-1986
0917.210	US	PATRIOT	075,980	02-Feb-1976	Registered	1,046,764	24-Aug-1976
0917.210	BR	PATRIOT			Inactive		
0917.210(A)	BR	PATRIOT	026 806		Expired	800 268 067	28-Jun-1983
0917.210(B)	BR	PATRIOT		22-Sep-1980	Expired	800 504 453	30-Aug-1983
0917.211	BR	MAJOR	800 268 091	22-Sep-1980	Expired	800 268 091	22-Jul-1986
0917.211	CA	MAJOR	356516	28-Aug-1972	Registered	191295	25-May-1973
0917.211	US	MAJOR	369,134	26-Aug-1970	Registered	921,485	05-Oct-1971
0917.212	BR	BISCUIT			Inactive		
0917.212	US	BISCUIT	335,060	11-Aug-1969	Registered	892,900	16-Jun-1970
0917.212(A)	BR	BISCUIT	026 805	22-Sep-1980	Expired	800 268 059	28-Jun-1983
0917.212(B)	BR	BISCUIT	800 504 445	22-Sep-1980	Expired	800 504 445	30-Aug-1983
0917.213	JP	MUFFIN	5-6822	28-Jan-1993	Registered	3143347	30-Apr-1996
0917.213	IT	MUFFIN	RM94C003596	11-Aug-1994	Registered	689313	14-Oct-1996
0917.213	BR	MUFFIN			Inactive		
0917.213	GB	MUFFIN		09-Mar-1968	Registered	868 093	14-Aug-1964
0917.213	BX	MUFFIN			Registered	371913	12-Mar-1981
0917.213	CA	MUFFIN	284 367	01-Sep-1964	Registered	140,475	28-May-1965
0917.213	FR	MUFFIN	522 923	17-Jul-1979	Registered	1 563 983	07-Dec-1989
0917.213	US	MUFFIN	72/045,759	12-Feb-1958	Registered	671,482	23-Dec-1958
0917.213(A)	JP	MUFFIN			Expired	718541	02-Sep-1966
0917.213(A)	BR	MUFFIN	026 812	22-Sep-1980	Expired	800 268 121	07-Jun-1983
0917.213(B)	BR	MUFFIN	800 504 488	22-Sep-1980	Expired	800 504 488	30-Aug-1983
0917.213(B)	JP	MUFFIN			Inactive		
0917.214	JP	SKIPPER			Expired	743947	
0917.214	FR	SKIPPER	84,688	19-Feb-1965	Expired	1,121,325	29-Jan-1980
0917.214	US	SKIPPER	185,813	31-Jan-1964	Expired	776,611	08-Sep-1964
0917.214	BX	SKIPPER			Expired	058,092	

619046-05

CaseNumber	Country	Trademark Name	Application	Filing Date	Status	Registration	Reg. Date
0917.214	GB	SKIPPER		28-May-1969	Terminated	874771	26-Jan-1965
0917.214	IT	SKIPPER			Expired	204,285	
0917.215	JP	SENTINEL			Expired	702,969	
0917.215	IT	SENTINEL			Expired	199,607	
0917.215	FR	SENTINEL			Expired	1 102 932	20-Jul-1979
0917.215	DE	SENTINEL			Expired	803,972	
0917.215	US	SENTINEL	167,325	22-Apr-1963	Expired	766,277	10-Mar-1964
0917.215	BX	SENTINEL			Expired	058,094	
0917.216	DE	TARZAN			Terminated	836 095	24-Aug-1966
0917.216	BX	TARZAN			Terminated	058,074	13-Sep-1971
0917.216	IT	TARZAN			Terminated	214,815	
0917.216	GB	TARZAN			Expired	898,144	09-Aug-1966
0917.216	FR	TARZAN			Expired	962,715	22-Jul-1976
0917.216	JP	TARZAN			Expired	788260	02-Aug-1968
0917.216	CA	TARZAN			Expired	153,859	27-Oct-1967
0917.216	US	TARZAN	227,333	07-Sep-1965	Registered	829,773	06-Jun-1967
0917.216	BR	TARZAN			Inactive		
0917.216(A)	BR	TARZAN		22-Sep-1980	Terminated	800 504 461	
0917.216(B)	BR	TARZAN		22-Sep-1980	Terminated	800 268 075	03-Jan-1984
0917.217	DE	CENTAUR			Expired	846 885	
0917.217	IT	CENTAUR			Expired	212 725	
0917.217	FR	CENTAUR			Expired	952 354	15-Apr-1976
0917.217	BX	CENTAUR			Expired	058 095	
0917.217	US	CENTAUR			Inactive		
0917.217	GB	CENTAUR			Expired	894,527	
0917.218	JP	PIXIE			Expired	1319398	
0917.219	US	FLIGHT	042,676	26-Mar-1990	Registered	1,654,833	27-Aug-1991
0917.219	CN	FLIGHT	2001088217	28-May-2001	Registered	1922453	21-Jan-2003
0917.252	US	WAFER			Cancelled	1,292,113	28-Aug-1984
0917.253	US	SCAMP	409,498	14-Jan-1983	Cancelled	1,269,112	06-Mar-1984
0917.254	US	NUGGET			Inactive		
0917.254	JP	NUGGET			Expired	718542	
0917.254	BX	NUGGET			Expired	058,089	

619046-05

Case Number	Country	Trademark Name	Application	Filing Date	Status	Registration	Reg. Date
0917.254	DE	NUGGET			Expired	816,880	
0917.254	GB	NUGGET			Expired		
0917.254	IT	NUGGET			Expired	206,292	
0917.255	JP	COMAIR ROTRON	2000-90989	18-Aug-2000	Registered	4503016	31-Aug-2001
0917.255	EU	COMAIR ROTRON	001761220	17-Jul-2000	Registered	001761220	02-Oct-2001
0917.255	CN	COMAIR ROTRON	2000163773	05-Oct-2000	Registered	1748115	14-Apr-2002
0917.255	US	COMAIR ROTRON	312,304	09-Sep-1992	Registered	1,774,167	01-Jun-1993
0917.255	TW	COMAIR ROTRON	89051217	05-Sep-2000	Registered	00970610	16-Nov-2001
0917.255	KR	COMAIR ROTRON	2000-38350	09-Aug-2000	Registered	522703	12-Jun-2002
0917.256	US	THERMA PRO-V	042,644	26-Mar-1990	Registered	1,660,709	15-Oct-1991
0917.257	US	SKELETON			Inactive		
0917.258	US	VIKING	042,615	26-Mar-1990	Abandoned		
0917.259	US	EAGLE			Inactive		
0917.260	US	CB			Inactive		
0917.261	ES	DIPLOMAT	1,919,446	30-Aug-1994	Registered	1,919,446	28-May-1996
0917.261	IT	DIPLOMAT	RM94C003880	01-Sep-1994	Registered	689570	14-Oct-1996
0917.261	GB	DIPLOMAT	1 582 004	17-Aug-1994	Registered	1 582 004	02-Jun-1995
0917.261	DE	DIPLOMAT	C47362/11Wz	12-Aug-1994	Registered	2 909 074	13-Jul-1995
0917.261	FR	DIPLOMAT	94/533.242	18-Aug-1994	Registered	94/533.242	18-Aug-1994
0917.261	US	DIPLOMAT	299,219	28-Jul-1992	Registered	1,976,999	28-May-1996
0917.262	US	PERFORMER			Inactive		
0917.263	FR	CHINOOK			Inactive		
0917.263	US	CHINOOK			Inactive		
0917.264	US	WHIFFET	74/042.628	26-Mar-1990	Registered	1,753,188	16-Feb-1993
0917.265	US	STERLING			Inactive		
0917.266	US	GALAXY	74/265.858	14-Apr-1992	Registered	1,758,195	16-Mar-1993
0917.267	US	PHOENIX			Inactive		
0917.268	US	VIKING	261,982	02-Apr-1992	Registered	1,953,895	06-Feb-1996
0917.271	DE	WIND-SHEER		24-May-1994	Abandoned		
0917.271	US	WIND-SHEER	467,888	09-Dec-1993	Abandoned		
0917.271	IT	WIND-SHEER	RM94C002558	08-Jun-1994	Abandoned		
0917.271	FR	WIND-SHEER	94/523,525	07-Jun-1994	Abandoned		
0917.271	ES	WIND-SHEER		09-Jun-1994	Abandoned		

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Case Number	Country	Trademark Name	Application	Filing Date	Status	Registration	Reg. Date
0917.271	GB	WIND-SHEER		24-May-1994	Abandoned		
0917.272	GB	FALCON	2 012 634	28-Feb-1995	Registered	2 012 634	22-Mar-1996
0917.272	DE	FALCON	394 09 556.1	27-Dec-1994	Registered	394 09 556	28-Jun-1995
0917.272	ES	FALCON	1.953.950	14-Mar-1995	Registered	1,953,950	18-Apr-1997
0917.272	FR	FALCON	95/562,545	13-Mar-1995	Registered	95/562,545	13-Mar-1995
0917.272	IT	FALCON	RM95C001853	14-Apr-1995	Registered	713,752	16-Jun-1997
0917.272	US	FALCON	587,035	18-Oct-1994	Registered	2,091,642	26-Aug-1997
0917.273	GB	MALTESE FALCON	2 047 857	08-Dec-1995	Registered	2,047,857	08-Dec-1995
0917.273	DE	MALTESE FALCON	395 50 527.5	11-Dec-1995	Registered	395 50 527	30-Jul-1996
0917.273	US	MALTESE FALCON	74/687,940	13-Jun-1995	Registered	2,247,903	25-May-1999
0917.273	FR	MALTESE FALCON	95/600.234	08-Dec-1995	Registered	95/600.234	08-Dec-1995
0917.274	EU	ENVIROSHIELD	000950758	08-Oct-1998	Registered	000950758	28-Feb-2000
0917.274	US	ENVIRO SHIELD	75/464,997	09-Apr-1998	Registered	2,371,549	25-Jul-2000
0917.275	US	SYNCHRONOUS-FAN			Inactive		
0917.276	US	SYNCHRO-FAN	75/933,440	01-Mar-2000	Allowed		
0917.276	EU	SYNCHRO-FAN	001770700	24-Jul-2000	Registered	1770700	01-Oct-2002
0917.277	CN	SHANGHAI COMAIR ROTRON	2001088216	28-May-2001	Abandoned		
0917.278	EU	COMAIR ROTRON EUROPE LTD.	002091049	16-Feb-2001	Registered	2091049	08-Sep-2003
0917.279	US	COM-FLO			Inactive		
0917.280	CN	MIXTUS	3578508	03-Jun-2003	Pending		
0917.280	US	MIXTUS	76/258,756	17-May-2001	Allowed		
0917.280	EU	MIXTUS	003210549	03-Jun-2003	Published		
0917.280	KR	MIXTUS	40-200324271	29-May-2003	Pending		
0917.280	TW	MIXTUS	092039451	24-Jun-2003	Pending		
0917.280	JP	MIXTUS	2003-45014	02-Jun-2003	Registered	4730204	28-Nov-2003
0917.280	CA	MIXTUS	1,184,398	15-Jul-2003	Pending		
0917.281	US	INTERMIX			Inactive		
0917.282	US	AMBASSADOR	78/177,442	23-Oct-2002	Allowed		
0917.283	EU	AIR BOX	003399383	10-Oct-2003	Pending		
0917.283	US	AIR BOX	78/260,677	10-Jun-2003	Pending		
0917.284	EU	COMAIR ROTRON (plus design)	003206257	22-May-2003	Published		
0917.284	TW	COMAIR ROTRON (plus design)	092045561	24-Jul-2003	Pending		
0917.284	CA	COMAIR ROTRON (plus design)	1,184,401	15-Jul-2003	Pending		

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Case Number	Country	Trademark Name	Application	Filing Date	Status	Registration	Reg. Date
0917.284	US	COMAIR ROTRON (plus design)	78/247,691	09-May-2003	Pending		
0917.284	JP	COMAIR ROTRON (plus swirl)	2003-41382	21-May-2003	Registered	4723749	31-Oct-2003
0917.284	CN	COMAIR ROTRON (plus design)	3569248	27-May-2003	Pending		
0917.284	KR	COMAIR ROTRON (plus design)	40200322364	19-May-2003	Pending		
0917.285	TW	Swirl design	092045562	24-Jul-2003	Pending		
0917.285	CN	Swirl design	3569247	27-May-2003	Pending		
0917.285	CA	Swirl design	1,184,400	15-Jul-2003	Pending		
0917.285	JP	Swirl design	2003-41383	21-May-2003	Registered	4723750	31-Oct-2003
0917.285	KR	Swirl design	40200322365	19-May-2003	Pending		
0917.285	EU	Swirl design	003206273	22-May-2003	Pending		
0917.285	US	Swirl design (design only)	78/247,986	09-May-2003	Published		
0917.286	US	GRYPHON	78/306,239	26-Sep-2003	Pending		
0917.286	KR	GRYPHON	40-200412176	18-Mar-2004	Pending		
0917.286	CA	GRYPHON	1,209,954	17-Mar-2004	Pending		
0917.286	CN	GRYPHON		25-Mar-2004	Pending		
0917.286	EU	GRYPHON		24-Mar-2004	Pending		
0917.286	JP	GRYPHON	2004-25041	17-Mar-2004	Pending		
0917.287	US	HIQ			Inactive		

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Schedule B

License Agreements

**UNGARETTI
& HARRIS**

VIA EXPRESS MAIL

April 8, 2004

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

Re: Trademark Assignments

Ladies and Gentlemen:

Enclosed is the Trademark Security Agreement under which Comair Rotron, Inc. has assigned a security interest in the trademarks listed on the Recordation Form Cover Sheet to LaSalle Bank National Association.

The enclosed documents consist of the following:

1. A Trademark Security Agreement;
2. A Recordation Form Cover Sheet; and
3. A check in the amount of \$715.00 in payment of the applicable filing fee.

Please acknowledge your receipt of the enclosed documents and check by stamping the enclosed postcard and returning the same to the undersigned. If you have any questions or comments regarding the enclosed documents, please contact me at (312) 977-4132.

Respectfully submitted,


Joseph L. Voss
Attorney for LaSalle Bank National Association

encl. (check enclosed)
cc: Travis Burns

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ATTACHMENT 2

Trademark Security Agreement

623880-01

RECORDED: 04/08/2004

**TRADEMARK
REEL: 002947 FRAME: 0815**