

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Envirco Corporation		03/20/2007	CORPORATION:
Eubank Coil Company		03/20/2007	COMPANY:
Fedders North America, Inc.		03/20/2007	CORPORATION:
Herrmidifier Company, Inc		03/20/2007	CORPORATION:
Rotorex Company, Inc		03/20/2007	CORPORATION:
Trion, Inc		03/20/2007	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Goldman Sachs Credit Partners L.P.
<b>Street Address:</b>	c/o Goldman, Sachs & Co.
<b>Internal Address:</b>	30 Hudson Street, 17th Floor
<b>City:</b>	Jersey City
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07302
<b>Entity Type:</b>	LIMITED PARTNERSHIP:

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	2846020	AIRCEIL
Registration Number:	1023145	ENVIRALAB
Registration Number:	0861361	ENVIRALOK
Registration Number:	0832526	ENVIRAMEDIC
Registration Number:	1018570	ENVIRCO
Registration Number:	2591560	HOSPI-GARD
Registration Number:	1919557	ISOCLEAN
Serial Number:	78701152	MAC 10
Serial Number:	76554851	MAC 10 RX

CH \$865.00 2846020

Registration Number:	1969652	VE5
Registration Number:	2656431	EME
Registration Number:	2666247	EUBANK
Registration Number:	2962730	SUN
Registration Number:	0325089	AIRTEMP
Registration Number:	0379722	AIRTEMP
Registration Number:	1119176	EMERSON QUIET KOOL
Registration Number:	1612846	EMERSON QUIET KOOL
Registration Number:	0517896	FEDDERS
Registration Number:	0532334	FEDDERS
Registration Number:	0860978	FEDDERS
Registration Number:	1361719	HERRMIDICOOL
Registration Number:	2176646	HERRMIDIFIER
Registration Number:	1543420	HERRMIDIFIER
Registration Number:	1269111	HERRTRONIC
Registration Number:	1297399	ROTOREX
Registration Number:	2934688	AIR BEAR
Registration Number:	2023152	AIR BOSS
Registration Number:	2213311	FOREVER FILTER
Registration Number:	3099112	PORT-A-CART
Registration Number:	1480553	ROLLAWAY
Registration Number:	1046283	TRION
Registration Number:	1057448	TRION
Registration Number:	0504130	TRION
Registration Number:	2010661	TRIONRX

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: brandon.cherry@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Brandon Cherry

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	71620.0026
NAME OF SUBMITTER:	Brandon Cherry

Signature:	/Brandon Cherry/
Date:	04/16/2007
<b>Total Attachments: 8</b> source=goldmanTrademark Agreement#page1.tif source=goldmanTrademark Agreement#page2.tif source=goldmanTrademark Agreement#page3.tif source=goldmanTrademark Agreement#page4.tif source=goldmanTrademark Agreement#page5.tif source=goldmanTrademark Agreement#page6.tif source=goldmanTrademark Agreement#page7.tif source=goldmanTrademark Agreement#page8.tif	

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of March 20, 2007 by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 5.3 (Additional Grantors) of the Security Agreement referred to below (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P. (“**GSCP**”), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

### W i t n e s s e t h:

WHEREAS, pursuant to the Term Loan and Guaranty Agreement, dated as of March 20, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among FEDDERS NORTH AMERICA, INC. (the “**Borrower**”), the Lenders party thereto, GSCP, as administrative and collateral agent for the Lenders, among others, the Lenders have severally agreed to make term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Credit Agreement pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Term Loan Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the “**Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Collateral Agent and certain other parties thereto to enter into the Credit Agreement and to induce the Lenders to make their respective term loans to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

#### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

#### *Section 2. Grant of Security Interest in Trademark Collateral*

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FEDDERS NORTH AMERICA, INC.,**  
as Grantor

By: *Robert L. Laurent, Jr.*  
Name: Robert L. Laurent, Jr.  
Title: Executive Vice President

**FEDDERS CORPORATION,**  
as Grantor

By: *Robert L. Laurent, Jr.*  
Name: Robert L. Laurent, Jr.  
Title: Executive Vice President


**EMERSON QUIET KOOL CORPORATION,  
EUBANK COIL COMPANY,  
FEDDERS, INC.,  
COLUMBIA SPECIALTIES, INC.,  
ROTOREX COMPANY, INC.,  
FEDDERS ADDISON COMPANY, INC.,  
FEDDERS ISLANDAIRE, INC.,  
ISLAND METAL FABRICATING INC.,  
TRION, INC. ,  
ENVIRCO CORPORATION,  
FEDDERS INTERNATIONAL, INC.,  
FEDDERS INVESTMENT CORPORATION,  
FEDDERS HOLDING COMPANY, INC.,  
HERRMIDIFIER COMPANY, INC., and  
as Grantors**

By: *Robert L. Laurent, Jr.*  
Name: Robert L. Laurent, Jr.  
Title: Executive Vice President

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as the Collateral Agent

By:

  
\_\_\_\_\_  
Name: Mark DeNatale  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003522 FRAME: 0860**

## Intellectual Property

### Trademarks Registrations and Applications

#### I. UNITED STATES

##### a. Envirco Corporation

<u>Jurisdiction</u>	<u>Record Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
United States	ENVIRCO CORPORATION	AIRCEIL	2846020 (76/456617)	May 25, 2004 (Oct 02, 2002)
United States	ENVIRCO CORPORATION	ENVIRALAB	1023145 (73//017272)	Oct 21, 1975 (Mar 28, 1974)
United States	ENVIRCO CORPORATION	ENVIRALOK	861361 (72/299621)	Dec 3, 1968 (Jun 04, 1968)
United States	ENVIRCO CORPORATION	ENVIRAMEDIC	832526 (72/229207)	Jul 25, 1967 (Oct 04, 1965)
United States	ENVIRCO CORPORATION	ENVIRCO	1018570 (72/456196)	Aug 19, 1975 (May 02, 1973)
United States	ENVIRCO CORPORATION	HOSPI-GARD	2591560 (76/332211)	Jul 09, 2002 (Oct 31, 2001)
United States	ENVIRCO CORPORATION	ISOCLEAN	1919557 (74/576317)	Aug 19, 1975 (Sep 21, 1994)
United States	ENVIRCO CORPORATION	MAC 10	78/701152 (78/701152)	Aug 22, 2006 (Aug 26, 2005)
United States	ENVIRCO CORPORATION	MAC 10 RX (STYLIZED)	(76/554,851)	(Oct. 9, 2003)
United States	ENVIRCO CORPORATION	VE5 (STYLIZED)	1969652 (74/632111)	Apr 23, 1996 (Feb 09, 1995)



b. Eubank Coil Company

<u>Jurisdiction</u>	<u>Record Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
United States	EUBANK COIL COMPANY	EME & DEVICE	2656431 (76/366774)	Dec 03, 2002 (Feb 04, 2002)
United States	EUBANK COIL COMPANY	EUBANK	2666247 (76/366820)	Dec 24, 2002 (2/4/2002)
United States	EUBANK COIL COMPANY	SUN	2962730 (76/332388)	Jun 21, 2005 Oct 31, 2001

c. Fedders North America, Inc.

<u>Jurisdiction</u>	<u>Record Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
United States	FEDDERS NORTH AMERICA, INC.	AIRTEMP	325089 (71/360840)	Jun 11, 1935 (Jan 30, 1935)
United States	FEDDERS NORTH AMERICA, INC.	AIRTEMP	379722 (71/428607)	Jul 23, 1940 (Feb 16, 1940)
United States	FEDDERS NORTH AMERICA, INC.	EMERSON QUIET KOOL	1119176 (73/149275)	May 29, 1979 (Nov 21, 1977)
United States	FEDDERS NORTH AMERICA, INC.	EMERSON QUIET KOOL	1612846 (73/793311)	Sep 11, 1990 (April 14, 1989)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	0517896 (71/557834)	Nov 22, 1949 (May 26, 1948)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	0532334 (71/557836)	Oct 24, 1950 (May 26, 1948)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	860978 (72/283298)	Nov 26, 1968 (Oct 23, 1967)

d. Herrmidifier Company, Inc.

<u>Jurisdiction</u>	<u>Record Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
United States	HERRMIDIFIER COMPANY, INC.	HERRMIDICOOL (STYLIZED)	1361719 (73/530222)	Sep 24, 1985 (Apr 02, 1985)
United States	HERRMIDIFIER COMPANY, INC.	HERRMIDIFIER	2176646 (75/303155)	July 28, 1998 (Jun 04, 1997)
United States	HERRMIDIFIER COMPANY, INC.	HERRMIDIFIER AND WAVES & WATER DROPS	1543420 (73/766508)	June 13, 1989 (Nov 30, 1988)
United States	HERRMIDIFIER COMPANY, INC.	HERRTRONIC	1269111 409019	Mar 06, 1984 Jan 12, 1983

e. Rotorex Company, Inc.

<u>Jurisdiction</u>	<u>Record Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
United States	ROTOREX COMPANY, INC.	ROTOREX	1297399 (73/449071)	Sep 25 1984 (Oct 21, 1983)
United States	ROTOREX CORPORATION	ROTOREX	1297399 (73/449071)	Sep 25, 1984 (Oct 21, 1983)

f. Trion, Inc.

<u>Jurisdiction</u>	<u>Record Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
United States	TRION, INC.	AIR BEAR	2934688 78/211551	Mar 22, 2005 Feb 06, 2003
United States	TRION, INC.	AIR BOSS	2023152 (74/687402)	Sep 17, 1996 (Jun 12, 1995)
United States	TRION, INC.	FOREVER FILTER	2213311 (75/181871)	Dec 22, 1998 (Oct 15, 1996)

<u>Jurisdiction</u>	<u>Record Owner</u>	<u>Trademark</u>	<u>Reg. No.</u> <u>(App. No.)</u>	<u>Reg. Date</u> <u>(App. Date)</u>
United States	TRION, INC.	PORT-A-CART	3099112 (78/434699)	May 30, 2006 (Jun 14, 2004)
United States	TRION, INC.	ROLLAWAY	1480553 (73/635925)	Mar 15, 1988 (Dec 11, 1986)
United States	TRION, INC.	TRION	1046283 (73/074145)	Aug 17, 1976 (Jan 13, 1976)
United States	TRION, INC.	TRION	1057448 (73/074146)	Feb 1 1977 (Jan 13, 1976)
United States	TRION, INC.	TRION IN SHIELD WITH DOTS	504130 (71/532660)	Nov 23, 1948 Aug 27, 1947
United States	TRION, INC.	TRIONRX	2010661 (74/555076)	Oct. 22, 1996 (Jul 29, 1994)