

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CHF INDUSTRIES, INC.		03/31/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	The CIT Group/Commercial Services, Inc.		
Street Address:	11 West 42nd Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Financial Institution:		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3009497	ALOHA	
Registration Number:	2994436	BOOT CAMP	
Registration Number:	3118069	CASA ROYAL	
Registration Number:	3193470	CASA ROYAL	
Registration Number:	3057320	PERI HOMEWORKS COLLECTION	
Registration Number:	3146497	PERI HOMEWORKS COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3016380511		
Email:	ipresearchplus@comcast.net		
Correspondent Name:	IP Research Plus, Inc.		
Address Line 1:	21 Tadcaster Circle		
Address Line 2:	Attn: Penelope J.A. Agodoa		
Address Line 4:	Waldorf, MARYLAND 20602		

OP \$165.00 3009497

ATTORNEY DOCKET NUMBER:	33226
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/16/2008
Total Attachments: 6 source=33226#page1.tif source=33226#page2.tif source=33226#page3.tif source=33226#page4.tif source=33226#page5.tif source=33226#page6.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

Tab settings =>=>=>

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

1. Name of conveying party(ies):

CHF INDUSTRIES, INC.
One Park Avenue
New York, NY 10016

- Individual(s)
- General Partnership
- Corporation-State: DE
- Other _____

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

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

Name: The CIT Group/Commercial Services, Inc.

Internal Address: _____

Street Address: 11 West 42nd Street

City: New York State: NY ZIP: 10036

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other Financial Institution

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No

(Designations must be a separate document from Assignment)

Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: March 31, 2008

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)
See attached Appendix A

B. Trademark registration No.(s)
See attached Appendix A

Additional numbers attached? Yes No

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

Name: National Corporate Research

Internal Address: _____

Street Address: 10 East 40th Street, 10 Floor

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved:

6

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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

Emily M Fishman, Esq.

Name of Person Signing



Signature

April 16, 2008

Date

Total number of pages including coversheet, attachments and document:

6

ASSIGNMENT FOR SECURITY
(TRADEMARKS)

WHEREAS, CHF Industries, Inc. or its predecessors-in-interest (collectively, the "Assignor") has adopted, intends to use or has used and is using the trademarks and service marks listed on the annexed Appendix, which trademarks and service marks are registered in the United States Patent and Trademark Office and/or trademark offices or the equivalent thereof in any State thereof, or any other country or political subdivision thereof or applications thereof have been filed (the "Trademarks");

WHEREAS, Assignor is obligated to The CIT Group/Commercial Services, Inc., a New York corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in the Third Amended and Restated Financing and Security Agreement, dated March 31, 2008 among Assignor, the Lenders and the Assignee, as agent (the same may be amended, restated, modified or supplemented from time to time, the "Financing Agreement");

WHEREAS, Assignor is party to and has reaffirmed the terms of an Amended and Restated Security Agreement and Mortgage-Intellectual Property in favor of Assignee, dated as of April 27, 2005 (the "Security Agreement"), pursuant to that certain Reaffirmation of Amended and Restated Guaranty, Amended and Restated Pledge Agreement and Amended and Restated Security Agreement and Mortgage – Intellectual Property, dated the date hereof (the "Reaffirmation");

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademark Collateral (as defined therein), together with the goodwill of the business symbolized by the Trademark Collateral and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement; and

WHEREAS, pursuant to the Reaffirmation, Assignor has assigned to Assignee and granted to Assignee a security interest in certain additional Trademark Collateral listed on an amended and restated Appendix A to the Security Agreement, together with the goodwill of the business symbolized by such additional Trademark Collateral and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "New Collateral");

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the New Collateral (consisting of the Trademarks listed on Appendix A hereto) to secure the prompt payment, performance and observance of the Obligations.

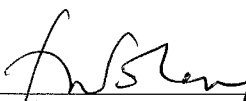
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral, including the New Collateral, made and granted hereby are more fully set forth in the Security

Agreement, as reaffirmed by the Reaffirmation, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 11 West 42nd Street, New York, NY 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 31st day of March 2008.

CHF INDUSTRIES, INC.

By: 
Name: Frank M. Foley, Jr.
Title: CEO & President

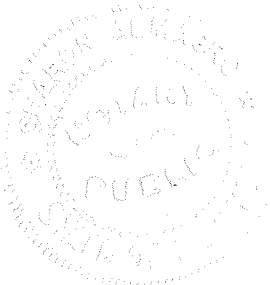
STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 31st day of March 2008, before me personally appeared Frank M. Foley, Jr., to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer and President of CHF Industries, Inc., described in and which executed the foregoing instrument and that he signed his name thereto pursuant to such authority.



Notary Public

SHARON ALMAGRO
Notary Public, State of New York
No. 01AL6049099
Qualified in New York County
Commission Expires October 10, 20 10



Appendix A

Trademark	Registration or Application No.	Registration or Application Date
ALOHA & Design	3009497	October 25, 2005
BOOT CAMP	2994436	September 13, 2005
CASA ROYAL & Design	3118069	July 18, 2006
CASA ROYAL & Design	3193470	January 2, 2007
PERI HOMEWORKS COLLECTION	3057320	February 7, 2006
PERI HOMEWORKS COLLECTION	3146497	September 19, 2006