

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Air Filter Company		02/29/2012	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Cole Taylor Bank		
Street Address:	225 West Washington		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3453824	UNIVERSAL AIR FILTER	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4597		
Phone:	312.849.8206		
Email:	szabela@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Stephanie A. Zabela, McGuireWoods LLP		
Address Line 1:	77 West Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2054423-0088		
NAME OF SUBMITTER:	Stephanie Zabela		
Signature:	/stephanie zabela/		

OP \$40.00 3453824

Date:

03/01/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “*Agreement*”) dated as of February 29, 2012 is made by and among UNIVERSAL AIR FILTER COMPANY, an Illinois corporation (“*Grantor*”), and COLE TAYLOR BANK, an Illinois banking corporation (the “*Bank*”).

R E C I T A L S:

A. The Grantor, the Bank, and the other Borrowers (as defined in the Loan Agreement) party thereto have entered into that certain Amended and Restated Loan and Security Agreement dated as of December 15, 2010 (as heretofore or hereafter amended, restated, supplemented, or otherwise modified the “*Loan Agreement*”), pursuant to which the Bank may extend loans and other financial accommodations to the Grantor and the other Borrowers party thereto.

B. Pursuant to the terms of the Loan Agreement, the Grantor has granted to the Bank a security interest in substantially all the assets of the Grantor, including all right, title, and interest of the Grantor in, to, and under all now owned and hereafter acquired trademarks, trademark applications, and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under or as evidenced by the Loan Agreement and the other Loan Documents.

In consideration of the mutual agreements set forth herein and in the Loan Agreement, the Grantor does hereby grant to the Bank a continuing security interest in all of the Grantor’s right, title, and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application of the Grantor, including, without limitation, each trademark and trademark application of the Grantor referred to in *Schedule I* attached hereto, together with any reissues, continuations, or extensions thereof and all goodwill associated therewith;
- (2) each trademark license of the Grantor, including, without limitation, each trademark license of the Grantor listed on *Schedule I* attached hereto, together with all goodwill associated therewith; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in *Schedule I* attached hereto, any trademark issued pursuant to a trademark application referred to in *Schedule I* attached hereto and any trademark licensed under any trademark license listed on *Schedule I* attached hereto (items (1) through (3) being herein collectively referred to as the “*Trademark Collateral*”).

This security interest is granted in conjunction with the security interests granted to the Bank pursuant to the Loan Agreement, and is subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


If the Grantor has or obtains rights to any Trademark Collateral not listed on *Schedule I*, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Bank with respect to any such additional Trademark Collateral. Without limiting the Grantor’s obligations under this paragraph, the Grantor hereby authorizes the Bank unilaterally to modify this

Agreement by amending *Schedule I* to include any such additional Trademark Collateral. Notwithstanding the foregoing, no failure to so modify this Agreement or amend *Schedule I* shall in any way affect, invalidate or detract from the Bank's continuing security interest in all Trademark Collateral, whether or not listed on *Schedule I*.

[SIGNATURE PAGE FOLLOWS]

The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

UNIVERSAL AIR FILTER COMPANY,
an Illinois corporation

By: 
Name: AARON J. VANDEWEN
Title: VP

Acknowledged:

COLE TAYLOR BANK,
an Illinois banking corporation

By: _____
Name: Mark Staunton
Title: Senior Vice President

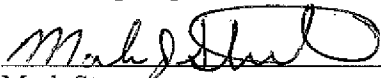
The Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

UNIVERSAL AIR FILTER COMPANY,
an Illinois corporation

By: _____
Name: _____
Title: _____

Acknowledged:

COLE TAYLOR BANK,
an Illinois banking corporation

By:  _____
Name: Mark Staunton
Title: Senior Vice President

SCHEDULE I

Trademarks, Trademark Applications, and Trademark Licenses

Trademark	Country of Registration	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
UNIVERSAL AIR FILTER	USA	78918480	3453824	June 28, 2006	June 24, 2008