

07-24-1998

FORM PTO-1594  
1-31-92



R SHEET  
Y

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

To the Honorable Commissioner

100738882

See attached original documents or copy thereof.

MPLD  
7-22-98

1. Name of conveying party(ies):

Air-Serv Operation, LLC  
1370 Mendota Heights Road  
Mendota, MN 55120

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: July 8, 1998

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

Name: NMB Heller Limited  
 c/o Heller Financial, Inc.  
 Internal Address: Corporate Finance Group  
 Street Address: 500 West Monroe Street, 12th Floor  
 City: Chicago State: IL ZIP: 60661

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designation must be a separate document from Assignments)  
 Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

1,275,952 5/1/84

B. Trademark registration No.(s)

1,340,108 6/11/85

Additional numbers attached?  Yes  No

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

Name: Pamela Allen  
 Internal Address: King & Spalding  
 Street Address: 191 Peachtree Street  
 City: Atlanta State: GA ZIP: 30303

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ 190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 110980

(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.

Pamela A. Allen

7/17/98

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: 5

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

07/24/1998 JSHABAZZ 00000099 110980 1275952

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

01 FC:481  
02 FC:482  
03 FC:484

120.00 CH

40.00 DP  
150.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

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Additional Trademark Registrations

1,422,618	12/30/86
1,560,677	10/17/89
1,567,989	11/28/89
1,604,378	7/3/90
1,617,202	10/9/90

**COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 8th day of July, 1998, by AIR-SERV OPERATIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of NMB HELLER LIMITED, a Delaware corporation ("Heller"),

**WITNESSETH THAT:**

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Heller proposes to make certain loans and advances to Grantor on the date hereof and hereafter, all pursuant to that certain Credit Agreement, dated as of even date herewith, among Grantor, its parent company, Air-serv Holding, LLC, and Heller (hereinafter, together with any amendments, modifications or supplements thereto, called the "Credit Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Credit Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Grantor pursuant to the Credit Agreement, Heller has required that Grantor grant to Heller a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Heller to consummate the financial accommodations to Grantor provided for in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Heller a security interest in, and makes to Heller a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights, subject only to Permitted Encumbrances. The Trademark Rights shall serve as collateral security to Heller for the payment of all Obligations of Grantor to Heller, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Credit Agreement and that certain Security Agreement, dated as of even date herewith, made by Grantor in favor of Heller (the "Security Agreement").

Notwithstanding the foregoing, unless and until Heller exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may

TRADEMARK  
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use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

Grantor further agrees (a) that Heller shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Heller in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Heller may do so in Grantor's name or in Heller's name but at Grantor's expense, and Grantor hereby agrees to reimburse Heller for all expenses, including attorneys' fees, incurred by Heller in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Credit Agreement and the payment and satisfaction in full of the Obligations. At such time Heller shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Heller's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Heller and its successors and assigns and bind Grantor and its successors and assigns.

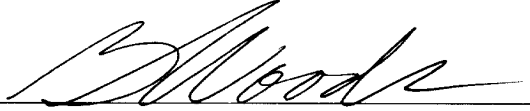
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

AIR-SERV OPERATIONS, LLC

By:   
Nicholas Peters,  
Chief Executive Officer

Attest: \_\_\_\_\_  
Brian Golson,  
Vice President

On this July 8, 1998, before me appeared the person(s) who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in his (their) capacity(ies) as a (the) representative(s) having the title(s) inscribed above of AIR-SERV OPERATIONS, LLC, a Delaware limited liability company, who acknowledged that he (they) signed same as his (their) free act(s) for and on behalf of the identified company with authority to do so.



\_\_\_\_\_  
Notary Public

Commission Expiration Date:

\_\_\_\_\_  
[NOTARIAL SEAL]

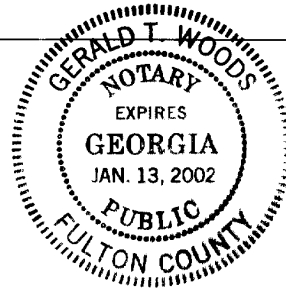


Exhibit A

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Issue Date</u>
AIR-SERV	Registration No. 1,275,952	5/1/84
POWER SERV	Registration No. 1,340,108	6/11/85
DUO-SERV	Registration No. 1,422,618	12/30/86
VAC-SERV	Registration No. 1,560,677	10/17
AIR-TOUCH	Registration No. 1,567,989	11/20
EASY-AIR	Registration No. 1,604,378	7/3/87
AIR-VEND	Registration No. 1,617,202	10/87