

10-14-1999

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101171322

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

OCT

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name AAF-McQuay Inc.

09/30/99

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name PNC Bank, National Association, as Agent

DBA/AKA/TA

Composed of

Address (line 1) Two Tower Center Boulevard

Address (line 2) Eighth Floor, Mail Code J3-JTTC-08-7

Address (line 3) East Brunswick
City

New Jersey
State/Country

08816
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other National Bank
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

0/14/1999 MTHA11 00000049 1885942

FOR OFFICE USE ONLY

1 FC:481 40.00 DP
2 FC:482 1825.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001967 FRAME: 0599

10-12-99

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,885,942"/>	<input type="text" value="819,495"/>	<input type="text" value="786,010"/>
<input type="text" value="1,153,782"/>	<input type="text" value="851,030"/>	<input type="text" value="692,007"/>
<input type="text" value="813,449"/>	<input type="text" value="783,212"/>	<input type="text" value="767,177"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

YUFANG HAN

Yufang Han

10/08/99

Name of Person Signing

Signature

Date Signed

Attachment

<u>Registration Number</u>	<u>Registration Number</u>	<u>Registration Number</u>
1,174,068	813, 442	510,447
697,442	2,195,534	532,728
909,460	2,231,591	535,582
535,996	2,053,585	1,445,973
589,862	1,074,950	1,887,056
909,513	561,478	377,821
1,881,975	810,778	369,644
384,924	835,932	
530,183	2,100,150	
553,028	672,234	
847,371	2,126,299	
1,628,197	2,043,683	
2,022,617	721,612	
1,226,571	607,283	
985,491	634,245	
538,999	792,917	
666,306	792,216	
1,309,888	1,413,242	
1,256,770	968,629	
975,479	564,383	
782,838	1,366,749	
562,877	562,807	
995,280	564,949	
1919,533	75-449,681	
377,820	75-221,516	
2,195,533	75-610,549	
674,759	704,960	
724,498	439,847	
1,102,617	909,460	

{99194.1} 001246-00032

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 30th day of September, 1999, between **PNC BANK, NATIONAL ASSOCIATION** ("Agent"), a national association having an office at Two Tower Center Boulevard, East Brunswick, New Jersey 08816, as collateral and administrative agent for itself and Lenders (as hereinafter defined), and **AAF-MCQUAY INC.**, a Delaware corporation having its principal place of business at 215 Central Avenue, Louisville, Kentucky 40208 (the "Company").

Recitals:

The Company desires to obtain loans from certain financial institutions ("Lenders") as are parties from time to time to that certain Revolving Credit, Term Loan and Security Agreement dated the date hereof by and among the Company, Agent and Lenders (hereinafter referred to, together with all amendments thereto, as the "Credit Agreement").

Lenders are willing to make loans and other financial accommodations to the Company from time to time pursuant to the terms of the Credit Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Credit Agreement.

2. To secure the prompt payment and performance of the Obligations (excluding any Obligations consisting of Revolving B Advances and any interest or fees payable in connection with Revolving B Advances), the Company hereby pledges, assigns and grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing

trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Borrower and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) Each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. The Company covenants and agrees with Agent and Lenders that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) Except for Trademarks abandoned by the Company in the Ordinary Course of Business (provided such abandonment could not be reasonably expected to have a Material

Adverse Effect), the Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby authorizes Agent, and its employees and Agents (and any Lender or Lenders and their respective employees and agents when accompanying Agent), the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Lender to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Credit Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law) or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the

proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as may be authorized or required by the Credit Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent, and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Credit Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases and other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the other Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature, (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest pe annum rate in effect from time to time the Credit Agreement.

13. The Company shall use its best efforts to detect any infringers of the Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through

counsel reasonably acceptable to Agent, to prosecute diligently any trademark application for a Trademark, pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full and the Credit Agreement terminated, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in Ordinary Course of Business, or, during the existence of an Event of Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks and to do any and all acts which are deemed necessary or desirable by Agent to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark, application or trademark without the consent of Agent.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder, then to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. 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.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether express or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.

21. The Company hereby waives notice of Agent's acceptance hereof.

22. **This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.**

23. **To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.**

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:


Paul Heim, Assistant Secretary

[CORPORATE SEAL]

AAF-MCQUAY INC.
("Assignor")

By: 
Ronald J. Pederson, Treasurer

Accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent ("Agent")

By: 
Kurt V. Putkonen, Vice President

STATE OF GEORGIA §
 §
COUNTY OF FULTON §

BEFORE ME, the undersigned authority, on this day personally appeared Ronald J. Pederson, Treasurer of AAF-McQuay Inc., to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of September, 1999.

Jodi R. Cireddu

Notary Public
My Commission Expires



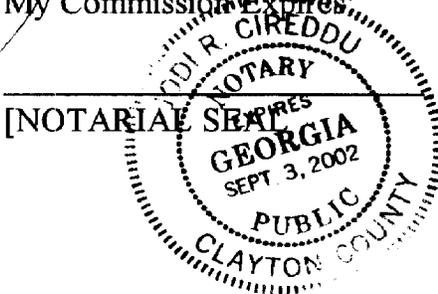
STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Kurt V. Putkonen, Vice President of PNC BANK, NATIONAL ASSOCIATION, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 30th day of September, 1999.

Jodi R. Cireddu

Notary Public
My Commission Expires



TRADEMARKS

<u>Mark</u>	<u>Number</u>	<u>Date</u>	<u>Next Action</u>
American Air Filter & Design	1,885,942	03/28/95	Ren. - 03/28/01
Vanetrol	1,153,782	05/12/81	Ren. - 05/12/01
McQuay	813,449	08/23/66	Ren. - 08/23/06
McQuay	819,495	11/29/66	Ren. - 11/29/06
Roofpak	851,030	06/18/68	Ren. - 06/18/08
Seasoncon	783,212	01/12/65	Ren. - 01/12/05
Seasonpak	786,010	03/02/65	Ren. - 03/02/05
Seasontrol	692,007	01/26/60	Ren. - 01/26/00
Seasonvent	767,177	03/24/64	Ren. - 03/24/04

<u>Mark</u>	<u>Number</u>	<u>Date</u>
Superpak	1,174,068	10/20/81
Thermex	697,442	05/10/60
AAF & Design	909,460	03/09/71
AAF & Design	535,996	01/09/51
Roto-Clone (stylized)	589,862	05/18/54
AAF & Design	909,513	03/09/71
Microtech	1,881,975	03/07/95

<u>Next Action</u>
Ren. - 10/20/01
Ren. - 05/10/00
Ren. - 03/09/01
Ren. - 01/09/01
Ren. - 05/31/04
Ren. - 03/09/01
Aff. - 03/07/01

<u>Mark</u>	<u>Number</u>	<u>Date</u>
AAF (stylized)	384,924	02/11/41
AAF & Design	530,183	09/05/50
AAF (stylized)	553,028	01/08/52
AAF (stylized)	847,371	04/09/68
Accessair	1,628,197	12/18/90
Airdemon	2,022,617	12/10/96
Am-Air	1,226,571	02/08/83
Amer-Frame (stylized)	985,491	06/04/74
Amer-Glas (stylized)	538,999	03/06/51
Amer-Kool	666,306	08/26/58
Amer-Pak	1,309,888	12/18/84
Amer-Seal	1,256,770	11/08/83
Arrestall	975,479	12/25/73
Astrocel	782,838	01/05/65
Auto-Airmat (stylized)	562,877	08/12/52
Better Air Is Our Business	995,280	10/08/74
Bio-Cel I	1,919,533	09/19/95
Cycoil	377,820	05/14/40
Dirt Demon	2,195,533	10/13/98
Draft/Stop (will be canceled soon)	674,759	02/24/59
Dri-Pak	724,498	11/28/61
Duracel (stylized)	1,102,617	09/19/78

<u>Next Action</u>
Ren. - 02/11/01
Ren. - 09/05/00
Ren. - 01/08/02
Ren. - 04/09/08
Ren. - 12/18/00
Aff. - 12/10/02
Ren. - 02/08/03
Ren. - 06/04/04
Ren. - 03/06/01
Ren. - 08/26/08
Ren. - 12/18/04
Ren. - 11/08/03
Ren. - 12/25/03
Ren. - 01/05/05
Ren. - 08/12/02
Ren. - 10/08/04
Aff. - 09/19/01
Ren. - 05/14/00
Aff. - 10/13/04
Ren. - 02/24/99
Ren. - 11/28/01
Ren. - 09/19/08

<u>Mark</u>	<u>Number</u>	<u>Date</u>
Dynapure	813,442	08/23/66
Demon Design	2,195,534	10/13/98
Electro Klean	2,231,591	03/16/99
Electropleat	2,053,585	04/15/97
Fabri-Pulse	1,074,950	10/11/77
Herman Nelson, and Design	561,478	07/15/52
Incremental	810,778	07/05/66
Kinpactor	835,932	09/26/67
Millenium	2,100,150	09/23/97
Nelson Aire (will be canceled soon)	672,234	01/06/59
Optiflo Dustcatcher	2,126,299	12/30/97
Optiflo	2,043,683	03/11/97
QT & Design	721,612	09/19/61
Roll-O-Matic (stylized)	607,283	06/14/55
Roll-O-Mat (stylized)	634,245	09/11/56

<u>Next Action</u>
Ren. - 08/23/06
Aff. - 10/13/04
Aff. - 03/16/05
Aff. - 04/15/03
Ren. - 10/11/07
Ren. - 07/15/02
Ren. - 07/05/06
Ren. - 09/26/07
Aff. - 09/23/03
Ren. - 01/06/99
Aff. - 12/30/03
Aff. - 03/11/03
Ren. - 09/19/01
Ren. - 06/14/05
Ren. - 09/11/06

<u>Mark</u>	<u>Number</u>	<u>Date</u>
Roll-O-Mat	792,917	07/20/65
Roll-O-Pak	792,216	07/06/65
Sure-Flow	1,413,242	10/14/86
Varicel	968,629	09/18/73
AAF	564,383	09/23/52
Duraflex	1,366,749	10/22/85
AAF (stylized)	562,807	08/12/52
AAF (stylized)	564,949	10/07/52
Duct Demon	75- 449,681	Pending
Hiaq	75- 211,516	Pending
Microklean	75- 610,549	Pending
Quartzone	704,960	9/27/80
Remington	439,847	07/27/48
AAF & Design (all in previous reports)	909,460	03/09/71
AAF & Design	510,447	05/31/49

Change REELS

<u>Next Action</u>
Ren. - 07/20/05
Ren. 07/06/05
Ren. - 10/14/06
Ren. - 09/18/03
Ren. - 09/23/02
Ren. - 10/22/05
Ren. - 08/12/02
Ren. - 10/07/02
Ren. - 09/27/00
Ren. - 07/27/08
Ren. - 03/09/01
Ren. - 05/31/09

<u>Mark</u>	<u>Number</u>	<u>Date</u>
Airmat	532,728	10/31/50
Viscosine	535,582	01/02/51
Astrogel	1,445,973	07/07/87
American Air Filter (stylized)	1,887,056	04/04/95
Electro-Matic (stylized)	377,821	05/14/40
Roto-Clone (will be canceled soon)	369,644	08/01/79

<u>Next Action</u>
Ren. - 10/31/00
Ren. - 01/02/01
Ren. - 09/07/07
Ren. - 04/04/01
Ren. - 05/14/00
08/01/99

AAFSMKS.SCH.WPD
09/30/99 1:58 PM

EXHIBIT B

CERTIFICATE

The undersigned officer of **AAF-MCQUAY INC.** (the "Company"), DOES HEREBY CERTIFY to **PNC BANK, NATIONAL ASSOCIATION** ("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Revolving Credit, Term Loan and Security Agreement among Agent, the Company and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated September __, 1999, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this __ day of

_____, _____.

AAF-MCQUAY INC.

By: _____

Name: _____

Title: _____