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

1. Name of conveying party(ies):

Hunter Fan Company

080802

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

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

2. Name and address of receiving party(ies)

Name: JPMorgan Chase Bank

Internal Address:

Street Address: 1166 Avenue of the Americas

City: New York State: NY Zip: 10036

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other a New York banking corporation, as administrative and collateral agent

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 conveyance:

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

Execution Date: March 20, 2002

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,458,213

Additional number(s) attached ☒ Yes ☐ No

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

Name: Rakesh Patel, Esq.

Internal Address: Kaye Scholer LLP

Street Address: 425 Park Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 106

7. Total fee (37 CFR 3.41).....$ 2,665.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

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

08/13/2002 TDIAZ1 00000033 1458213
01 FC:481 40.00 DP
02 FC:482 2625.00 DP

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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.

Johanne R. Rémy
Name of Person Signing

Signature

8/12/02
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Doc # 30436678.PDF

SCHEDULE I

HUNTER FAN COMPANY

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
1886 LIMITED EDITION	1,458,213	22-Sep-87
1886 SERIES	2,110,210	04-Nov-97
AIRMAX	2,162,839	02-Jun-98
ALL-FAN	2,164,671	09-Jun-98
AUTO TEMP	1,815,727	11-Jan-94
BRIGHT BRASS FINISH	2,175,786	21-Jul-98
CARE FREE	2,485,868	04-Sep-01
COASTAL BREEZE	1,756,672	09-Mar-93
COMFORT BREEZE	1,218,309	30-Nov-82
CUSTOM HOME	1,908,329	01-Aug-95
DESIGN CRAFT	2,095,857	09-Sep-97
DESIGN CRAFT (and Design)	2,118,020	02-Dec-97
DESIGN GALLERY (and Design)	2,456,146	29-May-01
DIMENSIONS	2,154,960	05-May-98
ECLIPSE	2,209,916	15-Dec-98
FANTASY FLYER SERIES	2,020,134	03-Dec-96
HANDS-FREE	2,403,168	14-Nov-00
HEPATECH	2,200,386	27-Oct-98
HUNTER	1,507,014	04-Oct-88
HUNTER	2,038,067	18-Feb-97
HUNTER	1,403,033	29-Jul-86
HUNTER	2,115,496	25-Nov-97
HUNTER (and Design)	1,801,997	02-Nov-93
HUNTER (and Design)	2,117,548	02-Dec-97
HUNTER (BLOCK LETTERS)	1,381,169	04-Feb-86
HUNTER (STYLIZED LOGO)	1,388,231	01-Apr-86

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
HUNTER BUILDING THE BEST ...	2,128,355	13-Jan-98
HUNTER SINCE 1886	1,388,230	01-Apr-86
HUNTER SINCE 1886 (and Design)	1,801,998	02-Nov-93
HUNTERFAN.COM	2,115,497	25-Nov-97
INFINITI	1,758,207	16-Mar-93
INNOVA	1,662,954	29-Oct-91
INSTALLER'S CHOICE	1,560,731	17-Oct-89
JUST RIGHT	1,759,626	23-Mar-93
KENROY	2,182,903	18-Aug-98
KI (and Design)	2,184,907	25-Aug-98
LANSDOWNE COLLECTION	2,088,134	12-Aug-97
LOW PROFILE	1,405,713	19-Aug-86
LOW PROFILE II	2,237,875	13-Apr-99
MILLENNIUM	1,985,931	09-Jul-96
ORIGINAL		24-May-89
PASSPORT II SERIES	1,952,484	30-Jan-96
PIEDMONT	1,942,977	19-Dec-95
QUIET BREEZE	1,940,691	12-Dec-95
QUIET FOR LIFE	2,260,853	13-Jul-99
REGALIA	2,301,940	21-Dec-99
REGALIA II	2,396,356	17-Oct-00
SET & SAVE (and Design)	2,409,181	28-Nov-00
SEVILLE	1,988,833	23-Jul-96
SILENT BREEZE	1,909,905	08-Aug-95
SOJOURN	1,991,542	06-Aug-96
SOJOURN II	2,427,339	06-Feb-01
SOUTHERN CLASSIC	1,940,688	12-Dec-95

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
SPEEDRING	2,264,724	27-Jul-99
SUMMER BREEZE	1,944,824	02-Jan-96
SUMMER BREEZE PLUS	2,315,917	08-Feb-00
THE ALCOVE II	2,398,495	24-Oct-00
THE BAYPORT	2,301,931	21-Dec-99
THE BRIGHTON	2,295,818	30-Nov-99
THE CEILING LAMP	2,350,981	16-May-00
THE COTILLION	2,295,819	30-Nov-99
THE GREENWICH	2,303,944	28-Dec-99
THE ORIGINAL HUNTER SINCE 1886	1,388,229	01-Apr-86
THE QUIET FAN	1,943,516	26-Dec-95
THE SAVOY	2,303,938	28-Dec-99
THE SEA AIR SERIES	2,185,631	01-Sep-98
THE STATE HOUSE	2,396,359	17-Oct-00
THE STRATFORD	2,396,453	17-Oct-00
THE VISTA	2,394,718	17-Oct-00
ULTIMA	1,923,534	03-Oct-95
WHISPERWIND 2000	2,349,350	16-May-00
ARTISAN	1,882,037	07-Mar-95
AVALON	1,541,442	30-May-89
BEL AIR	1,937,438	21-Nov-95
CASABLANCA	1,073,112	13-Sep-77
CASABLANCA	2,253,984	15-Jun-99
CASABLANCA (and design)	1,240,159	31-May-83
CASABLANCA (Logo & Design)	1,229,546	08-Mar-83
CASABLANCA (Logo & color design)	1,239,275	24-May-83
CASABLANCA (Logo)	1,229,547	08-Mar-83
CASABLANCA (Logo)	1,229,545	08-Mar-83

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
COMFORT TOUCH	1,676,636	25-Feb-92
DELTA	1,199,478	29-Jun-82
ESTRADA	2,358,766	13-Jun-00
FOUR SEASONS	1,167,153	01-Sep-81
GALLERY EDITION	1,281,454	12-Jun-84
HANG-TRU	1,237,039	10-May-83
HERMOSA	2,020,249	03-Dec-96
HOME SAFE	1,310,869	25-Dec-84
INTELI-TOUCH	1,300,371	16-Oct-84
LANAI	2,205,406	24-Nov-98
LIGHT MINDER	1,300,381	16-Oct-84
MALIBU STAR	1,539,233	15-May-89
MISSION	2,347,508	02-May-00
NEW ORLEANS CENTENNIAL	1,201,912	20-Jul-82
NOUVELLE	2,203,873	17-Nov-98
OUTSIDER	1,603,611	26-Jun-90
PANAMA 5	1,287,023	24-Jul-84
STEALTH	1,638,283	19-Mar-91
UTOPIAN	2,205,407	24-Nov-98
VENTURA	1,541,444	30-May-89
VERRAZANO	2,448,214	01-May-01
VERSA-TOUCH	2,004,984	01-Oct-96
VICTORIAN	1,259,905	06-Dec-83
WORLD'S FINEST CEILING FAN	2,389,255	26-Sep-00
XLP2000	2,385,911	12-Sep-00

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PATENT & TRADEMARK OFFICE

SECURITY AGREEMENT

(TRADEMARKS)

WHEREAS, Hunter Fan Company, a Delaware corporation (herein referred to as "Grantor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1 annexed hereto as part hereof, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Grantor is obligated to JPMorgan Chase Bank, a New York banking corporation, as administrative and collateral agent (referred to herein as the "Grantee") and the other Secured Parties as defined in the Omnibus Pledge and Security Agreement dated as of March 20, 2002 (the "Security Agreement") among Grantor, the other Pledgors named therein and the Grantee for the payment and performance of the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to Grantee a security interest in, and mortgage on, all right, title and interest of Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks 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 Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby further grant to Grantee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Grantee's address is 1166 Avenue of the Americas, New York, NY 10036.

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IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20th day of March, 2002.

HUNTER FAN COMPANY

By: Robert E. Beasley Jr.

Name

Title Robert E. Beasley, Jr.
President & Chief Executive Officer

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