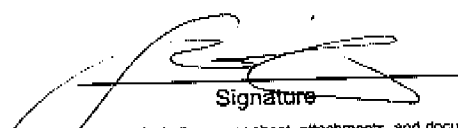


RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇌ ⇌ ⇌		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): <u>Air-Serv Group, LLC</u> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Delaware limited liability company</u> </div> <div> <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership </div> </div> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>The Royal Bank of Scotland plc</u> Internal _____ Address: _____ Street Address: <u>101 Park Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10178</u> <div> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>New York Foreign banking corporation</u> </div> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Assignment <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Other _____ </div> <div> <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </div> </div> Execution Date: <u>March 19, 2003</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/348321</u> <hr/> <div style="text-align: right;"> B. Trademark Registration No.(s) <u>1275952 1340108</u> <u>1422618 1560677 1567989 1617202</u> </div> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Sion Kim, Esq.</u> Internal Address: <u>Skadden, Arps, Slate, Meagher & Flom LLP</u> <hr/> Street Address: <u>Four Times Square</u> <hr/> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036-6522</u>	6. Total number of applications and registrations involved: 7 7. Total fee (37 CFR 3.41): \$ <u>190.00</u> <div> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account </div> 8. Deposit account number: <u>19-2385 (Our Ref: 039350-9)</u>	
DO NOT USE THIS SPACE		
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Sion Kim</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> <u>March 25, 2003</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 11 </div>		

Total number of pages including cover sheet, attachments, and document:
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

700026684

TRADEMARK
REEL: 002623 FRAME: 0238

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2003 is entered into by AIR-serv Holding, LLC, a Delaware limited liability corporation (the "Grantor") and certain of its affiliates (collectively, the "Grantors") and The Royal Bank of Scotland plc, as Collateral Agent for the Secured Parties (the "Secured Party").

Capitalized terms not otherwise defined herein have the meanings set forth in the Pledge and Security Agreement dated as of March 19, 2003 among the Grantor and the Secured Parties (the "Security Agreement").

WHEREAS, pursuant to the Security Agreement, Grantors are granting a security interest to the Secured Parties in certain Trademarks whether now owned or existing or hereafter acquired or arising and wherever located, including the Trademarks listed on Schedule A ("Secured Trademarks").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and the Secured Party hereby agree as follows:

1. Grant of Security Interest

(a) Each Grantor hereby grants to the Secured Party, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under all the Secured Trademarks, subject to the terms and conditions of the Security Agreement.

(b) The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Parties with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

2. Modification of Agreement

This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Security Agreement pursuant to which the Collateral Agent may modify this Agreement, after obtaining Grantor's approval of or signature to such modification, by amending Schedule A to include reference to any right, title or interest in any existing

Trademarks or any Trademarks acquired or developed by Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which Grantor no longer has or claims any right, title or interest.

3. Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.

4. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and Grantor and their respective successors and assigns. Grantor shall not, without the prior written consent of the Secured Party given in accordance with the Credit Agreement, assign any right, duty or obligation hereunder.

5. Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed, shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Grantor and the Secured Party have caused this Agreement to be duly executed and delivered as of the date first above written.

AIR-SERV HOLDING, LLC

By: 

Name:

Title:

AIR-SERV GROUP, LLCBy: 

Name:

Title:

PROTOCOL, LLC

By: 

Name:

Title:

**THE ROYAL BANK OF
SCOTLAND PLC** as the Collateral
Agent

By: _____

Name:

Title:

SCHEDULE A

TRADEMARK SECURITY AGREEMENT

<u>Grantor</u>	<u>Trademarks</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
AIR-serv Group, LLC	AIR-Vend	02/08/1990	Registered	TMA 408638 (Canada)
AIR-serv Group, LLC	AIR-Serv	01/10/1983	Registered	1275952 (U.S.)
AIR-serv Group, LLC	Power-Serv	09/10/1984	Registered	1340108 (U.S.)
AIR-serv Group, LLC	Duo-Serv	02/03/1986	Registered	1422618 (U.S.)
AIR-serv Group, LLC	Vac-Serv	02/16/1989	Registered	1560677 (U.S.)
AIR-serv Group, LLC	AIR-Touch	03/28/1989	Registered	1567989 (U.S.)
AIR-serv Group, LLC	AIR-Vend	12/04/1989	Registered	1617202 (U.S.)
AIR-serv Group, LLC	Water-Serve	12/11/2001	Published on 10/22/2002	Serial No. 76/348,321 (U.S.)
Protocol, LLC	Protocol	7/31/1987	Registered	Serial No. 73/675,857 (U.S); Registration No. 1507903

206315/0016/561958/Version #:1

SECURITY AGREEMENT
396162-New York Server 3A

EXECUTION

TRADEMARK
REEL: 002623 FRAME: 0245

STATE OF ILLINOIS

) ss:

COUNTY OF Cook

On [3/17/03], before me, the undersigned, a notary public in and for said state and county, personally appeared J. Gregory Mulder, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CEO / President, on behalf of AIR-serv Holding, LLC, a Delaware limited liability company, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

JOHN W. MORSE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 9/1/04

John W. Morse
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On [2/17/03], before me, the undersigned, a notary public in and for said state and county, personally appeared J. Gregory Muldowney personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CEO/President, on behalf of AIR-serv Group, LLC, a Delaware limited liability company, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

JOHN W. MORSE
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 12/31/04

[Signature]
Notary Public

My Commission Expires:

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On [3/17/03], before me, the undersigned, a notary public in and for said state and county, personally appeared J. Gregory Mulder, personally known to me (or proved to me on the basis of satisfactory evidence), to be the person who executed the within instrument as the CEO/President, on behalf of Protocol, LLC, a Delaware limited liability company, the corporation therein named, and acknowledged to me that the corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS MY HAND AND/OR OFFICIAL SEAL.

(NOTARIAL STAMP OR SEAL)

JOHN W. MOORE
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 03/25/2006

John W. Moore
Notary Public

My Commission Expires:
