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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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3. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Flanders Corporation

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

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

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

Internal Address:

Street Address: 300 Galleria Parkway, Suite 800

City: Atlanta State: Georgia Zip: 30339

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

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 Amendment to Trademark Security Agreement

Execution Date: April 7, 2003

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

A. Trademark Application No.(s)

76/475,934

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: J. Barrett Carter, Paralegal

Internal Address: Parker, Hudson, Rainer and Dobbs LLP

Street Address: 285 Peachtree Center Avenue 1500 Marquis Two Tower

City: Atlanta State: Georgia Zip: 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(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.

J. Barrett Carter

Name of Person Signing

Signature

April 15, 2003

Date

6

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

04. 17/2003 TDIAZ1 00000029 76475934

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TRADEMARK REEL: 002713 FRAME: 0469

April 7, 2003

Fleet Capital Corporation
300 Galleria Parkway
Suite 800
Atlanta, Georgia 30339

Ladies and Gentlemen:

Reference is made to that certain Trademark Security Agreement between Flanders Corporation ("Borrower") and Fleet Capital Corporation ("Lender"), dated October 18, 2002, as recorded in the United States Patent and Trademark Office ("USPTO") on October 25, 2002 at Reel/Frame number 002605 /0441 (the "Trademark Security Agreement"). All capitalized terms used in this letter agreement, unless otherwise defined herein, shall have the meaning ascribed to such terms in that certain Loan and Security Agreement dated November 11, 1998 among Lender, Borrower and the other borrowers named therein, as at any time amended.

Pursuant to Sections 7 and 8 of the Trademark Security Agreement, Borrower is obligated to give notice to Lender whenever Borrower obtains rights to any new trademarks, or becomes entitled to the benefit of any trademark application, and Lender is entitled to modify the Trademark Security Agreement by amending Exhibit A thereto to include the new trademarks or applications therefore.

Borrower acknowledges that it has obtained rights to the trademark application listed on the attached Exhibit A-1. Lender and Borrower agree to amend the Trademark Security Agreement to include the trademark application listed on Exhibit A-1 as provided below.

Exhibit A to the Trademark Security Agreement is hereby amended by adding to the list of trademarks and trademark applications thereon that trademark application listed on Exhibit A-1 attached hereto. Lender is hereby authorized to attach a copy of Exhibit A-1 to the Trademark Security Agreement as a supplement to Exhibit A thereto and to file a copy of the Trademark Security Agreement, as so supplemented and/or of this letter agreement, with the USPTO at Borrower's expense.

To secure the prompt payment and performance to Lender of all of the Obligations, Borrower hereby grants and re-grants to Lender a continuing security interest in and lien upon all of Borrower's right, title and interest in, to and under the following property, in each case whether now existing or hereafter acquired or arising and wherever the same may be located (the "Additional Trademark Collateral"):

(a) all trademarks, trademark registrations, trade names and trademark applications, including, without limitation, each trademark and application listed on Exhibit A-1 attached hereto and made a part hereof, 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 or dilution thereof or injury to the associated goodwill, (iii) the right to sue for past, present and future infringements or dilution thereof or injury to the associated goodwill, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, trade names and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by each Trademark; and

(c) all proceeds and products of the foregoing.

Borrower hereby covenants and warrants to Lender:

(a) that is the sole and exclusive owner of the Additional Trademark Collateral and has the full authority to enter into this letter agreement and to grant the security interest and lien hereunder;

(b) that none of the Additional Trademark Collateral has heretofore been pledged, hypothecated or otherwise encumbered and the Additional Trademark Collateral is in all aspects free and clear of any encumbrances;

(c) that, to Borrower's knowledge, the validity of the Additional Trademark Collateral has never been questioned;

(d) that Borrower has not entered into any contract or made any commitment that will or may impair Lender's rights hereunder; and

(e) that none of the Additional Trademark Collateral or any rights therein shall be licensed or assigned in any manner without the prior written consent of Lender.

Borrower agrees to take such further actions as Lender shall request from time to time in connection herewith to evidence or give effect to the agreements and amendments set forth herein or any of the transactions contemplated hereby.

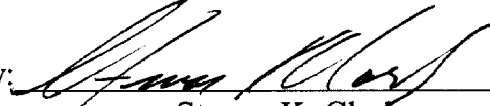
This letter agreement shall be effective upon execution by Borrower and acceptance by Lender in Atlanta, Georgia (notice of which acceptance is hereby waived), whereupon the same shall be governed by and construed in accordance with the internal laws of the State of Georgia. This letter agreement may be executed in any number of counterparts and by different parties to this letter agreement on separate counterparts, each of which, when so executed, shall be deemed an original,

but all such counterparts shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

If this letter is acceptable to Lender, please evidence its agreement by executing the enclosed copy of this letter.

Very truly yours,

FLANDERS CORPORATION


By: 

Steven K. Clark

Title: Chief Financial Officer/Chief Operating
Officer/Vice-President of Finance

Accepted and agreed to this
10 day of April, 2003:

FLEET CAPITAL CORPORATION

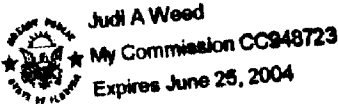
By: 

Title: SVP

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Steven K. Clark with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged himself to be Chief Financial Officer of Flanders Corporation, the within named bargainer, a North Carolina corporation, and that he as such CFO, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CFO.

Witness my hand and seal at office in St. Petersburg, this 8th day of April, 2003.



Judi A Weed
Notary Public

My Commission expires 6.25.04

STATE OF Georgia)
)
COUNTY OF Cobb)

Before me, the undersigned, a Notary Public in and for County and State aforesaid, personally appeared Elizabeth L. Waller with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath acknowledged ^{himself} to be Senior Vice President of Fleet Capital Corporation, the within named bargainer, a Rhode Island corporation, and that he/she as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself/ as Senior Vice President.

Witness my hand and seal at office in Atlanta, GA, this 10th day of April, 2003.

Angela R. Perry
Notary Public

My Commission expires June 8, 2005
Notary Public, Paulding County, Georgia

EXHIBIT A-1

<u>Trademark</u>	<u>Country</u>	<u>Application Number</u>	<u>Application Date</u>
SWISSAIRE	United States	76/475,934	December 17, 2002