



11-28-2003



DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2006)

Tab settings

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

<p>1. Name of conveying party(ies): <u>5-77-03</u> <u>AdobeAir, Inc.</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Fleet National Bank</u> Internal _____ Address: _____ <u>100 Federal Street</u> Street Address: _____ City: <u>Boston</u> State: <u>MA</u> Zip: <u>02110</u></p> <p><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>National Banking Association</u></p> <p>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</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>December 13, 2002</u></p>	<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s) <u>75/690,915; 76/052107; 76/172898;</u> <u>76/329408</u></p> <p>B. Trademark Registration No.(s) <u>See Exhibit A</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Michael Hill</u> Internal Address: _____ <u>Brown Rudnick Berlack Israels, LLP</u> Street Address: <u>One Financial Center</u> City: <u>Boston</u> State: <u>MA</u> Zip: <u>02111</u></p>	<p>6. Total number of applications and registrations involved: <u>14</u></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>365.00</u></p> <p><input checked="" type="checkbox"/> Enclosed <u>Fee Pd.</u> <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>

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.

Michael Hill Michael Hill 5/19/03
Name of Person Signing Signature Date

05/27/2003 08:39:02 Total number of pages including cover sheet, attachments, and document: 11

01 FC:0521
02 FC:8382

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

EXHIBIT A

<u>Registration No.</u>	<u>Mark</u>	<u>Issue or File Date</u>
1,275,014	THE CONTRACTOR'S CHOICE	4/24/84
1,107,162	TRIMCOOL	11/28/78
2,131,571	WALL HUGGER	1/27/98
1,276,002	WRIGHT	5/1/84
1,292,117	A (STYLIZED)	8/28/84
2273014	SHOP COOL	8/24/99
2286405	SAFE SENSE	10/12/99
2471412	ARTICLE CIRCLE and Design	7/24/01
2471413	MASTERCOOL II (Stylized)	7/24/01
2484734	MASTER COOL PLUS and Design	9/4/01

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**FIRST AMENDMENT TO TRADEMARK
COLLATERAL SECURITY AGREEMENT**

FIRST AMENDMENT TO TRADEMARK COLLATERAL SECURITY AGREEMENT (the "Agreement") made as of this 13th day of December, 2002, by and between ADOBEAIR, INC., a Delaware corporation having a mailing address at 500 South 15th Street, Phoenix, Arizona 85034 ("Adobe") and FLEET NATIONAL BANK as administrative and collateral agent for itself and the other lenders (the "Agent").

WHEREAS, on October 27, 1999, Adobe and Fleet Capital Corporation (the "Predecessor Agent") entered into a Trademark Collateral Security Agreement (the "Security Agreement"); and

WHEREAS, Adobe and the Agent desire to amend the Security Agreement to reflect certain new Trademarks (as herein defined) and the replacement of the Predecessor Agent by the Agent.

NOW, THEREFORE, based on these premises, and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning given in the Security Agreement.
2. Amendment of Security Agreement. The Security Agreement is amended as follows:
 - (a) Amendment to Recitals. The recital in the Security Agreement is amended in its entirety to delete reference to "Fleet Capital Corporation" and insert "Fleet National Bank" in its place.
 - (b) Amendment to Schedule A. Annexed hereto as Exhibit A is an updated Schedule A to the Security Agreement which hereby replaces in its entirety the existing Schedule A to Security Agreement.
 - (c) Amendment to Schedule II. Annexed hereto as Exhibit B is an updated Schedule II to the Security Agreement which hereby replaces in its entirety the existing Schedule II to the Security Agreement.
3. Continued Effect of Security Agreement. Except as modified herein or in any other instruments or documents executed in connection herewith, (a) all terms and conditions of the Security Agreement shall remain in effect in accordance with their original tenor, and (b) nothing contained herein shall constitute a waiver by the Agent of any of its rights and remedies, all of which rights and remedies being expressly reserved and not waived. Each agreement, covenant, representation, and warranty of Adobe hereunder shall be deemed to be in addition to and not in substitution for the agreements, covenants, representations, and warranties

previously made by Adobe. In the event that there shall be any inconsistency between any provision of this Amendment and a provision set forth in the Security Agreement, the provisions contained herein shall govern.

4. Time of the Essence. Time is of the essence of each aspect of this Amendment.

5. Successors. This Amendment shall be binding upon and inure to the benefit of the Agent and Adobe and their respective successors, heirs, and assigns.

6. Governing Law. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York, without regard to the laws governing conflicts of law.

7. Complete Agreement. This Amendment, together with the Security Agreement, and the Loan Agreement contains the entire agreement among the parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. This Amendment may be amended, modified, waived, discharged or terminated only by a writing signed by the Agent.

8. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

9. Descriptive Headings. The captions in this Amendment are for convenience of reference only and shall not define or limit the provisions hereof.

10. Counterparts. This Amendment may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by their respective duly authorized officers as of the date first written above.

ADOBEAIR, INC.

By: *Daniel Roberts*
Name: *Daniel Roberts*
Title: *President*

FLEET NATIONAL BANK as successor-in-interest to
FLEET CAPITAL CORPORATION

By: _____
Name:
Title:

STATE OF _____
COUNTY OF _____, ss

December *13*, 2002

Then personally appeared the above-named *Daniel Roberts*, the
President of AdobeAir, Inc., a Delaware corporation and acknowledged the foregoing
instrument to be said corporation's free act and deed, before me,



[Signature]
Notary Public
My Commission Expires: *03/20/09*

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

December __, 2002

Then personally appeared the above-named _____, the
_____ of Fleet National Bank and acknowledged the foregoing instrument to be said
corporation's free act and deed, before me,

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by their respective duly authorized officers as of the date first written above.

ADOBEAIR, INC.

By: _____
Name:
Title:

FLEET NATIONAL BANK as successor-in-interest to
FLEET CAPITAL CORPORATION

By: Michael DiSandro
Name: MICHAEL D. SANDRO
Title: DIRECTOR

STATE OF _____
COUNTY OF _____, ss

December __, 2002

Then personally appeared the above-named _____, the _____ of AdobeAir, Inc., a Delaware corporation and acknowledged the foregoing instrument to be said corporation's free act and deed, before me,

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

December 13, 2002

Then personally appeared the above-named Michael DiSandro, the Director of Fleet National Bank and acknowledged the foregoing instrument to be said corporation's free act and deed, before me,

John L. Jamieson
Notary Public
My Commission Expires:

**JONES L. JAMIESON NOTARY PUBLIC
MY COMMISSION EXPIRES MAY 8, 2003**

EXHIBIT A

Updated Schedule A to the Trademark Collateral Security Agreement dated October 27, 1999, as amended, by and between ADOBEAIR, INC. and FLEET NATIONAL BANK as Agent.

<u>Registration No. or Application No.</u>	<u>Mark</u>	<u>Issue or File Date</u>
1,904,953	ADOBEAIR	7/11/95
1,945,646	ALERT	1/2/96
74/445,244	ALL SEASONS	10/8/93
2,142,519	ALPINE	3/10/98
639,028	ALPINE AIR COOLERS and Design	12/25/56
738,648	ARCTIC CIRCLE	10/2/62
764,685	ARCTIC CIRCLE	2/11/64
645,742	ARCTIC CIRCLE and Design	5/21/57
75/006,127	CLEAN PLUS	3/1/96
2,018,314	CLEANMACHINE	11/19/96
75/306,865	COOLSTREAM	6/11/97
1,856,234	HEAT STREAM	9/27/94
74/731,566	HEAT STREAM SELECT	9/20/95
1,865,714	HEAT SWEEP	12/6/94
689,498	IMPERIAL	12/8/59
75/060,540	MASTERBUILT	2/21/96
1,337,755	MASTERCOOL 2-STAGE and Design	5/28/85
1,275,015	MASTERCOOL and Design	4/24/84
1,906,367	MASTERSTAT	7/18/95
75/390,837	SAFE SENSE	11/17/97
74/731,507	SAFETY SURROUND SYSTEM	9/20/95
75/390,828	SHOPCOOL	11/17/97
1,275,014	THE CONTRACTOR'S CHOICE	4/24/84
646,822	TRAVELAIRE	8/6/79

1,107,162	TRIMCOOL	11/28/78
2,131,571	WALL HUGGER	1/27/98
75/690,915	WISPER COOL	4/26/99
1,102,609	WISPER COOL and Design	9/19/78
1,276,002	WRIGHT	5/1/84
1,292,117	A (STYLIZED)	8/28/84
76/052107	MASTERBUILT	5/19/00
76/172898	MOBILE MASTERCOOL COMMERCIAL AND DESIGN	11/29/00
76/329408	MASTER COOL CONTRACTOR	10/17/00
2273014	SHOP COOL	8/24/99
2286405	SAFE SENSE	10/12/99
2471412	ARTICLE CIRCLE and Design	7/24/01
2471413	MASTERCOOL II (Stylized)	7/24/01
2484734	MASTER COOL PLUS and Design	9/4/01

EXHIBIT B

Updated Schedule II to the Trademark Collateral Security Agreement dated October 27, 1999, as amended, by and between ADOBEAIR, INC. and FLEET NATIONAL BANK as Agent.

(See Attached)

SPECIAL POWER OF ATTORNEY

STATE OF _____)
: ss:)
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that ABOBEAIR, INC., a corporation formed under the laws of the state of Delaware, with its principal office at 500 South 15th Street, Phoenix, Arizona 85034 (hereafter called "Adobe"), pursuant to a Trademark Collateral Security Agreement between Adobe and Agent (as defined below), dated as of the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes Fleet National Bank, with offices at 100 Federal Street, Boston, Massachusetts 02110 (hereafter called "Agent"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Adobe:

1. Assigning, selling or otherwise disposing of all right, title and interest of Adobe in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments and assignment or other papers necessary or advisable to effect such purpose; and
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Agent may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement dated October 27, 1999 and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement and the irrevocable termination of the Loan Agreement.

ADOBEAIR, INC.

Dated: December ____, 2002

By: _____
Name:
Title:

STATE OF _____)
 : ss:
COUNTY OF _____)

On this _____ day of December, 2002, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of AdobeAir, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by like order of the Board of Directors of said corporation.

Notary Public

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