

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FHP Manufacturing Company		10/08/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	General Electric Capital Corporation, as Agent
Street Address:	335 Madison Avenue
Internal Address:	12th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2475884	ENVIROMISER
Registration Number:	2454903	FHP MANUFACTURING COMPANY
Registration Number:	2447217	FLORIDA HEAT PUMP
Registration Number:	2236079	GEO-MISER

CORRESPONDENCE DATA	
Fax Number:	(312)863-7806
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312.863.7198
Email:	nancy.brougher@goldbergkohn.com
Correspondent Name:	Nancy Brougher
Address Line 1:	55 East Monroe Street Suite 3700
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1345.201
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NAME OF SUBMITTER:	Nancy Brougher
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OP \$115.00 2475884

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of October 8, 2004, by FHP MANUFACTURING COMPANY, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as agent ("Agent") for Lenders.

WITNESSETH:

WHEREAS, Grantor, Heller Financial, Inc. ("Heller"), in its capacity as administrative agent for certain lenders, and such lenders were parties to a certain Credit Agreement dated as of August 31, 1999 (as amended prior to the date hereof, the "Original Credit Agreement"); and

WHEREAS, Heller and Agent are parties to a certain Assignment Agreement of even date herewith pursuant to which, among other things, Heller assigned to Agent all of its rights and obligations under the Original Credit Agreement; and

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to (i) amend and restate the Original Credit Agreement in its entirety, and (ii) continue to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor; and

WHEREAS, in connection with the Original Credit Agreement, Grantor executed and delivered to Heller a Trademark Security Agreement dated as of January 24, 2003 (as amended prior to the date hereof, the "Original Trademark Security Agreement"), pursuant to which Grantor granted to Heller, for the benefit of the lenders party to the Original Credit Agreement, a security interest in the "Trademark Collateral" (as such term is defined in the Original Trademark Security Agreement); and

WHEREAS, this Trademark Security Agreement hereby amends and restates the Original Trademark Security Agreement in its entirety; and

WHEREAS, Agent and Lenders are willing to continue to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Second Amended and Restated Security Agreement of even date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Amendment and Restatement of Original Trademark Security Agreement. This Trademark Security Agreement constitutes an amendment and restatement of the Original Trademark Security Agreement. Grantor hereby reaffirms the validity, perfection and priority of the security interests arising under the Original Trademark Security Agreement, which security interests remain continuous and shall be governed by the terms of this Trademark Security Agreement from and following the date hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FHP MANUFACTURING COMPANY

By: 
Name: Les Duchon
Title: CFO & ASST. SEC.

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

By: _____
Name: _____
Title: _____

[Amended and Restated Trademark Security Agreement]

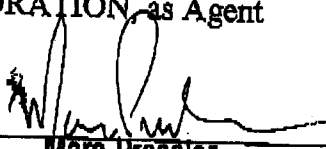
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

FHP MANUFACTURING COMPANY

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION as Agent

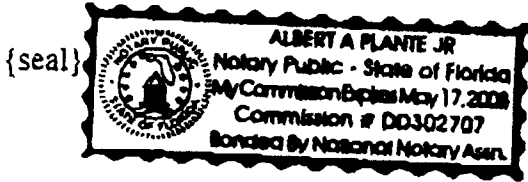
By: 
Name: Marc Pressler
Title: Senior Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)
)
COUNTY OF Broward) ss.

On this 29 day of Sept., 2004, before me personally appeared Jon Duchon, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of FHP Manufacturing Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public



[Notary Page/Amended and Restated Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

FEDERAL TRADEMARK REGISTRATIONS

ENVIROMISER	2475884	8/7/01
FHP MANUFACTURING COMPANY	2454903	5/29/01
FLORIDA HEAT PUMP	2447217	4/24/01
GEO-MISER	2236079	3/30/1999

FEDERAL TRADEMARK APPLICATIONS

None.

STATE TRADEMARK REGISTRATIONS

Florida Heat Pump	T00000001253	9/4/1970	Florida
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STATE TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

Trademark Licensing Agreement dated July 15, 2002 granted by Grantor in respect of use by Tiba Engineering Industries Company of trademark known as FHP MANUFACTURING COMPANY, to make, reproduce, and use the trademarks in the territories Egypt, Algeria, Morocco, Syria, Saudi Arabia, Lebanon, Bahrain, Oman, Yemen, Qatar.