

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| 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 |
| AIR-serv Group, LLC | | 11/12/2004 | limited liability company: DELAWARE |

| | |
|-----------------------------|--|
| RECEIVING PARTY DATA | |
| Name: | The Royal Bank of Scotland plc, as Collateral Agent |
| Street Address: | 101 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10178 |
| Entity Type: | foreign banking corporation organized under the laws of Great Britain and Wales: |

| | | |
|----------------------------------|---------------|------------------|
| PROPERTY NUMBERS Total: 7 | | |
| Property Type | Number | Word Mark |
| Registration Number: | 1275952 | AIR-SERV |
| Registration Number: | 1340108 | POWER SERV |
| Registration Number: | 1422618 | DUO-SERV |
| Registration Number: | 1560677 | VAC-SERV |
| Registration Number: | 1567989 | AIR-TOUCH |
| Registration Number: | 1617202 | AIR-VEND |
| Registration Number: | 1507903 | PROTOCOL |

| | |
|--|------------------------------|
| CORRESPONDENCE DATA | |
| Fax Number: | (714)755-8290 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Email: | ipdocket@lw.com |
| Correspondent Name: | Latham & Watkins LLP |
| Address Line 1: | 650 Town Center Drive |
| Address Line 2: | Suite 2000 |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 |

OP \$190.00 1275952

ATTORNEY DOCKET NUMBER:

038264-0003

NAME OF SUBMITTER:

Rhonda DeLeon

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 2004 is entered into by AIR-Serv Group, LLC, a Delaware limited liability company and Protocol, LLC, a Delaware limited liability company (each a "Grantor" and 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 Amended and Restated Pledge and Security Agreement dated as March 19, 2003, as amended and restated on November 12, 2004 among the Grantors 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:

(i) 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.

(ii) 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 each 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 the Grantors after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which such Grantor no longer has or claims any right, title or interest.

(iii) 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.

(iv) Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the Secured Party and the Grantors and their respective successors and assigns. The Grantors 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.

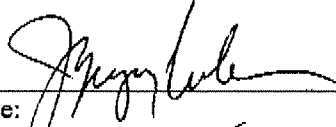
(v) Counterparts

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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.

PROTOCOL, LLC
AIR-SERV GROUP, LLC

By: 
Name: _____
Title: PRESIDENT

THE ROYAL BANK OF SCOTLAND PLC,
as the Collateral Agent

By:



Name: **Curtis D. Lueker**
Title: **Vice President**

TRADEMARK SECURITY AGREEMENTII. U.S. REGISTERED TRADEMARKS

| <u>Holdings/ Borrower/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 | Protocol | 7/31/1987 | Registered | Serial No. 73/675,857 (U.S); Registration No. 1507903 |

II. U.S. TRADEMARK APPLICATIONS

None.