

RECORDATION FORM  
**TRADEMARK**

06-16-2004



102767435

ants or copy thereof.

To the Honorable Commissioner of Patents and Trademarks:

Name of conveying party(ies) AIROOM, INC. JUN 14 AM 9:10

Airoom, Inc.

FINANCE SECTION

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State IL
- Other \_\_\_\_\_

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

Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: May 21, 2004

2. Name and address of receiving party(ies)

Name: LaSalle Bank National Association,  
as agent

Internal Address: \_\_\_\_\_

Street Address: 135 S. LaSalle

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a certified representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached?  Yes  No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP  
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

06/15/2004 ECDOPER 00000158 2720987

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

01 FC:8521  
02 FC:8522

40.00 OP  
250.00 OP

DO NOT USE THIS SPACE

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.

Laura Konrath  
Name of Person Signing

[Signature]  
Signature

6/9/04  
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:

SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

*Continuation  
Item 7*

**Trademarks**

④  
③  
②  
①

Trademark Registration Number	Date of Registration	Owner
2720987	June 3, 2003	Airoom, Inc.
2812530	February 10, 2004	Airoom, Inc.
2793897	December 16, 2003	Airoom, Inc.
2816621	February 24, 2004	Airoom, Inc.
<del>2021171</del>	<del>December 3, 1996</del>	<del>Lamb Financial Corporation</del>

**Trademark Applications**

11  
09  
8  
7  
6  
5

Trademark Application Number	Date of Application	Applicant
78/372,297	February 23, 2004	Airoom, Inc.
76/554,282	October 27, 2003	Airoom, Inc.
76/516,099	May 23, 2003	Airoom, Inc.
76/536,448	August 11, 2003	Airoom, Inc.
76/522,975	June 17, 2003	Airoom, Inc.
76/485,051	January 27, 2003	Airoom, Inc.
76/592,366	May 13, 2004	Airoom, Inc.

**Trademark Licenses**

None.

# WINSTON & STRAWN LLP

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WASHINGTON, D.C. 20005-3502

WRITER'S DIRECT DIAL NUMBER

(312) 558-6352

June 9, 2004

## **CERTIFIED MAIL/R.R.R.**

Commissioner of Patent and Trademarks  
Box Assignments  
Washington, D.C. 20231  
Attn: Trademark Assignment Department

**Re: LaSalle Bank/Airoom, Inc.**

Dear Commissioner:

Enclosed is a Patent and Trademark Security Agreement together with a check in the amount of \$290 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

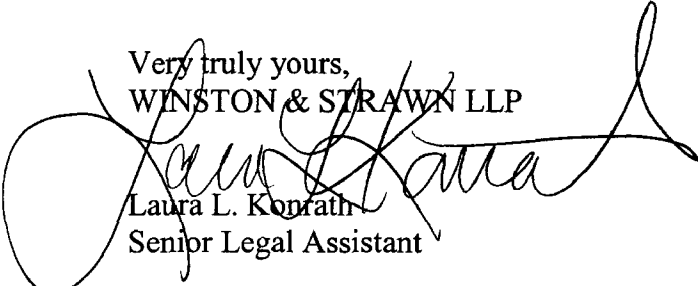
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath  
WINSTON & STRAWN LLP  
35 W. Wacker Drive  
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,  
WINSTON & STRAWN LLP

  
Laura L. Konrath  
Senior Legal Assistant

LLK:cl  
Enclosures

**TRADEMARK**  
**REEL: 002990 FRAME: 0318**

## PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 21, 2004, by AIROOM, INC., an Illinois corporation and LAMB FINANCIAL CORPORATION, an Illinois corporation (each a "Grantor" and collectively, the "Grantors"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

### RECITALS

A. Each Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions (the "Lenders") and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, such Grantor and/or its affiliates.

B. Each Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by such Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, each Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;


- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


[signature page follows]

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AIROOM, INC.

By:   
Title: William H. Dabney, Jr.  
Vice President

LAMB FINANCIAL CORPORATION

By:   
Title: William H. Dabney, Jr.  
Vice President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

*Signature Page to Patent & Trademark  
Security Agreement*

TRADEMARK  
REEL: 002990 FRAME: 0321

Each Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

AIROOM, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

LAMB FINANCIAL CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,  
as Administrative Agent

By:   
Title: SCOTT R. THICK  
VICE PRESIDENT

*Signature Page to Patent & Trademark  
Security Agreement*

TRADEMARK  
REEL: 002990 FRAME: 0322







SCHEDULE 1  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Trademarks**

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⑤

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76/522,975	June 17, 2003	Airoom, Inc.
76/485,051	January 27, 2003	Airoom, Inc.
76/592,366	May 13, 2004	Airoom, Inc.

**Trademark Licenses**

None.

SCHEDULE 2  
to  
PATENT AND TRADEMARK SECURITY AGREEMENT

**Patents**

None.

**Patent Applications**

<b>Patent Number</b>	<b>Patent Application Number</b>	<b>Date of Patent Application</b>	<b>Applicant</b>
Construction Project Estimation, Marketing and Sales Program and Method for Using Same	09/724,533	November 28, 2000	Airoom, Inc.

**Patent Licenses**

None.

CHI:1370686.4