

RECORDATION FC
TRADEMA

06-16-2004

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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ents or copy thereof.

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To the Honorable Commissioner of Patents and Trademarks:

Name of conveying party(ies): 2004 JUN 14 AM 9:10

Lamb Financial Corporation **FINANCE SECTION**

- Individual(s) Association
- General Partnership Limited Partnership
- X 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 domestic 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)

2,021,171

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40

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)

06/15/2004 ECD0PER 00000157 2021171

DO NOT USE THIS SPACE

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40.00 DP

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: 1

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

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;

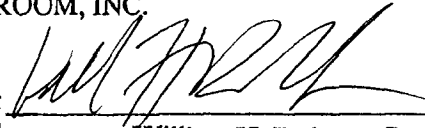
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant 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.

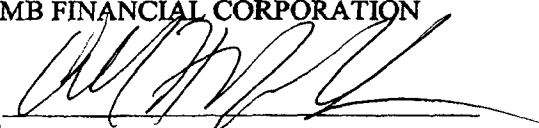
[signature page follows]

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: 002992 FRAME: 0059

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.

AIRROOM, INC.

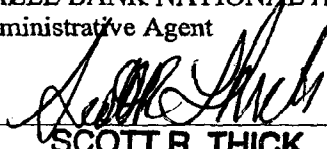
By: _____
Title: _____

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*

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks

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.
2021171	December 3, 1996	Lamb Financial Corporation

Handwritten circled numbers: 0, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Trademark Applications

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.

Handwritten numbers: 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Trademark Licenses

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents

None.

Patent Applications

Patent Number	Patent Application Number	Date of Patent Application	Applicant
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

RECORDED: 06/14/2004

TRADEMARK
REEL: 002992 FRAME: 0064