

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modern Air Conditioning, Inc.		03/31/2005	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania		
Street Address:	2001 Market Street		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Savings Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1379558	MODERN AIR CONDITIONING	
Registration Number:	1378440	MODERN AIR CONDITIONING, INC.	
Registration Number:	1378441	MODERN	
CORRESPONDENCE DATA			
Fax Number:	(215)564-8120		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	215-564-8023		
Email:	kgibson@stradley.com		
Correspondent Name:	Kimberlee S. Knopf, Esquire		
Address Line 1:	2600 One Commerce Square		
Address Line 2:	Stradley Ronon Stevens & Young, LLP		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-7098		
NAME OF SUBMITTER:	Kimberlee S. Knopf		
Signature:	/ksk/		

CH \$90.00 1379558

Date:

04/04/2005

Total Attachments: 5

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Security Agreement

Trademarks

WHEREAS, MODERN AIR CONDITIONING, INC., a Florida corporation (herein referred to as "**Modern Air**"), has adopted, used and is using the trademarks and service marks listed in Schedule A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks and trade names listed in Schedule B attached hereto and made a part hereof (collectively, the "**Trademarks**");

WHEREAS, Modern Air is obligated to CITIZENS BANK OF PENNSYLVANIA, a Pennsylvania savings bank (herein referred to as the "**Bank**"), and has entered into an Intellectual Property Security Agreement dated the date hereof (the "**IP Agreement**") in favor of the Bank;

WHEREAS, pursuant to the IP Agreement, Modern Air has granted to the Bank a security interest in, and mortgage on, all right, title and interest of Modern Air in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof, all as more fully described in the IP Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the IP Agreement; and

WHEREAS, this Agreement does not supersede, amend, modify, revise or limit the IP Agreement, and is intended to supplement the IP Agreement and evidence and perfect the Bank's security interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Modern Air does hereby further grant to the Bank a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Modern Air does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the IP Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Bank's address is Two Commerce Square, 2001 Market Street, Philadelphia, Pennsylvania 19103.

IN WITNESS WHEREOF, Modern Air has caused this Agreement to be duly executed by its duly authorized officer this 31st day of March, 2005.

MODERN AIR CONDITIONING, INC.

By: 

Name: James A. Pizzi

Title: Chief Financial Officer

SCHEDULE A

U.S. Registered Trademarks

<u>Item Registration #</u>	<u>Item Serial #</u>	<u>Registration Date</u>	<u>Expiration Date for Initial Registration Term</u>
1379558	73505562	01/21/86	01/21/06
1378440	73505563	01/14/86	01/14/06
1378441	73505564	01/14/86	01/14/06

U.S. Pending Applications

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Comment</u>
		NONE	

SCHEDULE B

U.S. Common Law Trademarks/Service Marks

<u>Trademark/Service Marks</u>	<u>Date of First Use</u>	<u>Comment</u>
	NONE	

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
	NONE	

SPECIAL POWER OF ATTORNEY

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF PHILADELPHIA)

KNOW ALL MEN BY THESE PRESENTS, that MODERN AIR CONDITIONING, INC., a Florida corporation (“Modern Air”), having an office at 5520 Division Drive, Fort Myers, Florida 33905, hereby appoints and constitutes, severally, CITIZENS BANK OF PENNSYLVANIA (the “Bank”), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Modern Air:

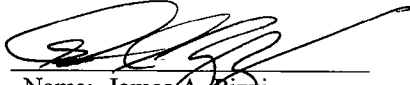
1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which the Bank, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Modern Air in and to (i) any trademarks and all applications, registrations, recordings, extensions, and renewals thereof, (ii) any patents and all applications, reissues, continuations, continuations-in-part, divisionals, and reexaminations, thereof, and (iii) any copyrights and all applications, registrations, recordings, extensions, and renewals thereof, or (iv) for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which the Bank, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Intellectual Property Security Agreement, dated of even date herewith, between Modern Air and the Bank (the “Security Agreement”) and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all “Obligations”, as such term is defined in the Security Agreement, are indefeasibly paid in full and the Security Agreement is terminated in writing by the Bank.

Dated: March 31, 2005

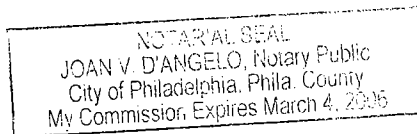
MODERN AIR CONDITIONING, INC.

By: 
Name: James A. Pizzi
Title: Chief Financial Officer

COMMONWEALTH OF PENNSYLVANIA)
) ss.:
COUNTY OF PHILADELPHIA)

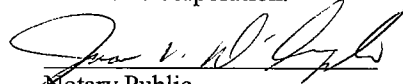
On this 31st day of March 2005, before me personally came James A. Pizzi to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of MODERN AIR CONDITIONING, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public



COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF PHILADELPHIA)

On this 31st day of March 2005, before me personally came James A. Pizzi, to me known, who being duly sworn, did depose and say, that he is the Chief Financial Officer of MODERN AIR CONDITIONING, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.


Notary Public

