

07-27-2006

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FINANCE SECTION

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

Huntair Inc. (an Oregon corporation)

- Individual(s)
- General Partnership
- Corporation- State: Oregon
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) _____

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Huntair, Inc. (Delaware corp.)

formerly known as Acquisition Sub 2006-2, Inc.

Street Address: 11555 SW Myslony Street

City: Tualatin

State: OR

Country: USA Zip: 97062

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
78/797,461
78/797,473

B. Trademark Registration No.(s)
2,041,936

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dawn Urbanowicz

Internal Address: c/o Nortek, Inc.

Street Address: 50 Kennedy Plaza

City: PROVIDENCE

State: RI Zip: 02903

Phone Number: 401-751-1600

Fax Number: 401-751-9844

Email Address: urbanowicz@nortek-inc.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

00000030 78/797461
40.00 OP
50.00 OP
07/25/2006 NJ/MR1
01 FEB 2006
02 FEB 2006

9. Signature:

Dawn Urbanowicz
Signature

7/14/06
Date

Dawn Urbanowicz
Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ASSIGNMENT OF MARKS

This ASSIGNMENT OF MARKS is dated as of April 14, 2006 ("Assignment") between Huntair Inc., an Oregon corporation ("Assignor"), and Acquisition Sub 2006 – 2, Inc., a Delaware corporation ("Assignee").

WHEREAS, Assignor is the user of certain trademarks for which it has obtained Federal trademark registration or for which it has filed pending applications for Federal trademark registration which are listed in Schedule A, attached hereto;

WHEREAS, Assignor is the owner of certain trademarks which it uses in foreign countries and for which it has obtained foreign trademark registrations which are listed in Schedule B, attached hereto;

WHEREAS, Assignor uses certain unregistered trademarks for which it relies on its rights at common law, and under Section 43(a) of the Lanham Act and under the laws of the States relating to unfair competition and trademarks, which are listed in Schedule C, attached hereto; and

WHEREAS, pursuant to that certain Asset Purchase Agreement between Assignor and Assignee dated as of April 14, 2006 (the "APA"), Assignee wishes to acquire from Assignor, and Assignor wishes to transfer to Assignee, the trademarks listed in Schedules A, B, and C, referred to collectively herein as the Marks and the goodwill associated with the Marks;

NOW, THEREFORE, in consideration of the APA and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Authorization. Assignor authorizes and requests the Commissioner of Patents and Trademarks, or any other official whose duty is to record the ownership of U.S. trademark registrations or applications therefor, to record the Assignee as the owner of the registrations and applications therefor listed on Schedule A hereto:

2. Assignment. Assignor assigns to Assignee all Assignor's rights, titles, and interests in and to the Marks, including, without limitation, the goodwill of the business symbolized by the Marks, all Assignor's registrations and applications for registration thereof, if any, all Assignor's common law rights in the Marks, all Assignor's rights of action accrued and to accrue thereunder and by virtue thereof, including, without limitation, the right to sue and recover for past infringement of the Marks, and all Assignor's records and files relating to the Marks.

3. Further Assurances. Assignor agrees to provide all assistance reasonably requested by Assignee to fulfill the purposes of this Assignment, including executing further consistent assurances, confirmation, assignments, transfers, and releases, and providing good faith testimony by affidavit, declaration, deposition, or other means. If, for any reason, Assignee is unable, after reasonable effort, to secure Assignor's signature on any document needed to procure or perfect Assignee's interest in any of the Marks, Assignor hereby appoints Assignee as its attorney in fact, with full power of substitution, on behalf of the Assignor and for the benefit

of Assignee, to execute and enter into any documentation relating to the Marks, to secure recordation or registration of the Marks and of this Assignment, to demand and receive any and all of the Marks, to give receipts and releases for and in respect of the Marks, to institute and prosecute in the name of the Assignor any proceedings at law, in equity, or otherwise, and to take any other action that Assignee deems necessary or desirable to perfect or enforce its rights in the Marks. Assignor stipulates and agrees that such appointment is a right coupled with an interest, and that such appointment will survive the incapacity or unavailability of the Assignor at any future time.

4. Covenant Not To Sue. Except in the event of a material breach of any of the terms of the APA by Assignee and/or any document to be delivered thereunder by Assignee, Assignor hereby releases, discharges, and covenants not to assert any claim, cause of action, or right of action against Assignee and/or Assignee's parents, subsidiaries, customers, distributors, affiliates, joint venturers, agents, employees, directors, successors, and assigns, in which Assignor asserts that it is the owner of the Marks, or has the right to receive royalties or enjoy any other rights and/or benefits Assignor would have if Assignor was an owner of the Marks.

5. Non-Use By Assignor. Assignor further covenants that it will cease and desist all uses of the Marks throughout the world, and that it will not oppose or otherwise impede any effort by Assignee to enforce or procure registration for any of the Marks before any administrative, governmental, or other tribunal.

6. Conflict with the Asset Purchase Agreement. Neither the making nor the acceptance of this Assignment shall enlarge, restrict or otherwise modify the terms of the Asset Purchase Agreement or constitute a waiver or release by the Assignor or the Assignee of any liabilities, duties or obligations imposed upon either of them by the terms of the Asset Purchase Agreement, including, without limitation, the representations and warranties and other provisions which the Asset Purchase Agreement provides shall survive the date hereof as provided in the Asset Purchase Agreement. In the event that any provision of this Assignment is construed to conflict with a provision in the Asset Purchase Agreement, the provision in the Asset Purchase Agreement shall be deemed to be controlling.

7. Succession and Assignment. Subject to the immediately following sentence, this Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, each of which such successors and permitted assigns will be deemed to be a party hereto for all purposes hereof. No party may assign, delegate or otherwise transfer either this Assignment or any of its rights, interests, or obligations hereunder without the prior written approval of the other party or as otherwise contemplated by the Asset Purchase Agreement.


8. Governing Law. This Assignment will be governed by, and construed and interpreted in accordance with, the substantive laws of the State of New York.

9. Counterparts. This Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

Signature page follows

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

HUNTAIR INC.

By: 
Name: David E. Benson
Title: President

ACCEPTED:

ACQUISITION SUB 2006 - 2, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed this Assignment as of the date first written above.

HUNTAIR INC.

By: _____
Name:
Title:

ACCEPTED:

ACQUISITION SUB 2006 - 2, INC.

By: Edward J. Cooney
Name: Edward J. Cooney
Title: VP - Treasurer

SCHEDULE A: U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Goods	Reg. No.	Reg. Date	Appl'n No.	Appl'n Date
HUNTAIR	Clean rooms; air filtration units and blowers for clean rooms; temperature and humidity controllers sold as a unit with clean room air handling units; electric fans, blowers and air handling units	2,041,936	March 4, 1997	75/080,664	March 29, 1996
FANWALL	Air handling units	N/A	N/A	78/797,473	January 23, 2006
FAN WALL TECHNOLOGY	Air handling units	N/A	N/A	78/797,460	January 23, 2006

Delaware

PAGE 1

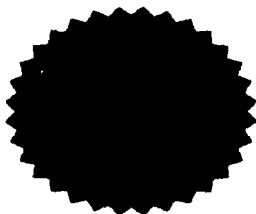
The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ACQUISITION SUB 2006-2, INC.", CHANGING ITS NAME FROM "ACQUISITION SUB 2006-2, INC." TO "HUNTAIR, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF APRIL, A.D. 2006, AT 11:13 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

4127422 8100

060353678



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State
AUTHENTICATION: 4670823

DATE: 04-17-06

TRADEMARK
REEL: 003370 FRAME: 0979

CERTIFICATE OF AMENDMENT OF
CERTIFICATE OF INCORPORATION

ACQUISITION SUB 2006-2, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (hereinafter, the "Corporation"),

DOES HEREBY CERTIFY:

FIRST: That at a meeting of the Board of Directors of ACQUISITION SUB 2006-2, INC., resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, That the Certificate of Incorporation of this Corporation be amended by changing Article I so that, as amended, said Article shall be and read as follows:

ARTICLE I: The name of the corporation is HUNTAIR, INC.

SECOND: That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation law of the state of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.

THIRD: That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said Corporation has caused this Certificate to be signed by its duly authorized officer this 17th day of April, 2006.

ACQUISITION SUB 2006-2, INC.

By: Edward J. Cooney
Vice President and Treasurer
Edward J. Cooney

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:33 AM 04/17/2006
FILED 11:13 AM 04/17/2006
SRV 060353678 - 4127422 FILE