

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                              |                              |
|------------------------------|------------------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT               |
| <b>NATURE OF CONVEYANCE:</b> | Trademark Security Agreement |

**CONVEYING PARTY DATA**

| Name                        | Formerly | Execution Date | Entity Type  |
|-----------------------------|----------|----------------|--------------|
| Envirco Corporation         |          | 03/20/2007     | CORPORATION: |
| Eubank Coil Company         |          | 03/20/2007     | COMPANY:     |
| Fedders North America, Inc. |          | 03/20/2007     | CORPORATION: |
| Herrmidifier Company, Inc   |          | 03/20/2007     | CORPORATION: |
| Rotorex Company, Inc        |          | 03/20/2007     | CORPORATION: |
| Trion, Inc                  |          | 03/20/2007     | CORPORATION: |

**RECEIVING PARTY DATA**

|                          |                                    |
|--------------------------|------------------------------------|
| <b>Name:</b>             | Goldman Sachs Credit Partners L.P. |
| <b>Street Address:</b>   | c/o Goldman, Sachs & Co.           |
| <b>Internal Address:</b> | 30 Hudson Street, 17th Floor       |
| <b>City:</b>             | Jersey City                        |
| <b>State/Country:</b>    | NEW JERSEY                         |
| <b>Postal Code:</b>      | 07302                              |
| <b>Entity Type:</b>      | LIMITED PARTNERSHIP:               |

**PROPERTY NUMBERS Total: 34**

| Property Type        | Number   | Word Mark   |
|----------------------|----------|-------------|
| Registration Number: | 2846020  | AIRCEIL     |
| Registration Number: | 1023145  | ENVIRALAB   |
| Registration Number: | 0861361  | ENVIRALOK   |
| Registration Number: | 0832526  | ENVIRAMEDIC |
| Registration Number: | 1018570  | ENVIRCO     |
| Registration Number: | 2591560  | HOSPI-GARD  |
| Registration Number: | 1919557  | ISOCLEAN    |
| Serial Number:       | 78701152 | MAC 10      |
| Serial Number:       | 76554851 | MAC 10 RX   |

CH \$865.00 2846020

|                      |         |                    |
|----------------------|---------|--------------------|
| Registration Number: | 1969652 | VE5                |
| Registration Number: | 2656431 | EME                |
| Registration Number: | 2666247 | EUBANK             |
| Registration Number: | 2962730 | SUN                |
| Registration Number: | 0325089 | AIRTEMP            |
| Registration Number: | 0379722 | AIRTEMP            |
| Registration Number: | 1119176 | EMERSON QUIET KOOL |
| Registration Number: | 1612846 | EMERSON QUIET KOOL |
| Registration Number: | 0517896 | FEDDERS            |
| Registration Number: | 0532334 | FEDDERS            |
| Registration Number: | 0860978 | FEDDERS            |
| Registration Number: | 1361719 | HERRMIDICOOL       |
| Registration Number: | 2176646 | HERRMIDIFIER       |
| Registration Number: | 1543420 | HERRMIDIFIER       |
| Registration Number: | 1269111 | HERRTRONIC         |
| Registration Number: | 1297399 | ROTOREX            |
| Registration Number: | 2934688 | AIR BEAR           |
| Registration Number: | 2023152 | AIR BOSS           |
| Registration Number: | 2213311 | FOREVER FILTER     |
| Registration Number: | 3099112 | PORT-A-CART        |
| Registration Number: | 1480553 | ROLLAWAY           |
| Registration Number: | 1046283 | TRION              |
| Registration Number: | 1057448 | TRION              |
| Registration Number: | 0504130 | TRION              |
| Registration Number: | 2010661 | TRIONRX            |

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Email: brandon.cherry@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Brandon Cherry

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

71620.0026

NAME OF SUBMITTER:

Brandon Cherry

|   |                  |
|---|------------------|
| Signature:  | /Brandon Cherry/ |
| Date:   | 04/16/2007       |
| <b>Total Attachments: 8</b><br>source=goldmanTrademark Agreement#page1.tif<br>source=goldmanTrademark Agreement#page2.tif<br>source=goldmanTrademark Agreement#page3.tif<br>source=goldmanTrademark Agreement#page4.tif<br>source=goldmanTrademark Agreement#page5.tif<br>source=goldmanTrademark Agreement#page6.tif<br>source=goldmanTrademark Agreement#page7.tif<br>source=goldmanTrademark Agreement#page8.tif |                  |

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT**, dated as of March 20, 2007 by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to Section 5.3 (Additional Grantors) of the Security Agreement referred to below (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P. (“**GSCP**”), as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

### W i t n e s s e t h:

WHEREAS, pursuant to the Term Loan and Guaranty Agreement, dated as of March 20, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among FEDDERS NORTH AMERICA, INC. (the “**Borrower**”), the Lenders party thereto, GSCP, as administrative and collateral agent for the Lenders, among others, the Lenders have severally agreed to make term loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Credit Agreement pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Term Loan Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the “**Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Collateral Agent and certain other parties thereto to enter into the Credit Agreement and to induce the Lenders to make their respective term loans to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

#### *Section 1. Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

#### *Section 2. Grant of Security Interest in Trademark Collateral*

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**FEDDERS NORTH AMERICA, INC.,**  
as Grantor

By: *Robert L. Laurent, Jr.*  
Name: Robert L. Laurent, Jr.  
Title: Executive Vice President

**FEDDERS CORPORATION,**  
as Grantor

By: *Robert L. Laurent, Jr.*  
Name: Robert L. Laurent, Jr.  
Title: Executive Vice President


**EMERSON QUIET KOOL CORPORATION,  
EUBANK COIL COMPANY,  
FEDDERS, INC.,  
COLUMBIA SPECIALTIES, INC.,  
ROTOREX COMPANY, INC.,  
FEDDERS ADDISON COMPANY, INC.,  
FEDDERS ISLANDAIRE, INC.,  
ISLAND METAL FABRICATING INC.,  
TRION, INC. ,  
ENVIRCO CORPORATION,  
FEDDERS INTERNATIONAL, INC.,  
FEDDERS INVESTMENT CORPORATION,  
FEDDERS HOLDING COMPANY, INC.,  
HERRMIDIFIER COMPANY, INC., and  
as Grantors**

By: *Robert L. Laurent, Jr.*  
Name: Robert L. Laurent, Jr.  
Title: Executive Vice President

ACCEPTED AND AGREED  
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,  
as the Collateral Agent

By:

  
\_\_\_\_\_  
Name: Mark DeNatale  
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 003522 FRAME: 0860**

## Intellectual Property

### Trademarks Registrations and Applications

#### I. UNITED STATES

##### a. Envirco Corporation

| <u>Jurisdiction</u> | <u>Record Owner</u> | <u>Trademark</u>     | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> |
|---------------------|---------------------|----------------------|--------------------------------------|--|
| United States       | ENVIRCO CORPORATION | AIRCEIL              | 2846020<br>(76/456617)               | May 25, 2004<br>(Oct 02, 2002)         |
| United States       | ENVIRCO CORPORATION | ENVIRALAB            | 1023145<br>(73//017272)              | Oct 21, 1975<br>(Mar 28, 1974)         |
| United States       | ENVIRCO CORPORATION | ENVIRALOK            | 861361<br>(72/299621)                | Dec 3, 1968<br>(Jun 04, 1968)          |
| United States       | ENVIRCO CORPORATION | ENVIRAMEDIC          | 832526<br>(72/229207)                | Jul 25, 1967<br>(Oct 04, 1965)         |
| United States       | ENVIRCO CORPORATION | ENVIRCO              | 1018570<br>(72/456196)               | Aug 19, 1975<br>(May 02, 1973)         |
| United States       | ENVIRCO CORPORATION | HOSPI-GARD           | 2591560<br>(76/332211)               | Jul 09, 2002<br>(Oct 31, 2001)         |
| United States       | ENVIRCO CORPORATION | ISOCLEAN             | 1919557<br>(74/576317)               | Aug 19, 1975<br>(Sep 21, 1994)         |
| United States       | ENVIRCO CORPORATION | MAC 10               | 78/701152<br>(78/701152)             | Aug 22, 2006<br>(Aug 26, 2005)         |
| United States       | ENVIRCO CORPORATION | MAC 10 RX (STYLIZED) | (76/554,851)                         | (Oct. 9, 2003)                         |
| United States       | ENVIRCO CORPORATION | VE5 (STYLIZED)       | 1969652<br>(74/632111)               | Apr 23, 1996<br>(Feb 09, 1995)         |



b. Eubank Coil Company

| <u>Jurisdiction</u> | <u>Record Owner</u> | <u>Trademark</u> | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> |
|---------------------|---------------------|------------------|--------------------------------------|--|
| United States       | EUBANK COIL COMPANY | EME & DEVICE     | 2656431<br>(76/366774)               | Dec 03, 2002<br>(Feb 04, 2002)         |
| United States       | EUBANK COIL COMPANY | EUBANK           | 2666247<br>(76/366820)               | Dec 24, 2002<br>(2/4/2002)             |
| United States       | EUBANK COIL COMPANY | SUN              | 2962730<br>(76/332388)               | Jun 21, 2005<br>Oct 31, 2001           |

c. Fedders North America, Inc.

| <u>Jurisdiction</u> | <u>Record Owner</u>         | <u>Trademark</u>   | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> |
|---------------------|-----------------------------|--------------------|--------------------------------------|--|
| United States       | FEDDERS NORTH AMERICA, INC. | AIRTEMP            | 325089<br>(71/360840)                | Jun 11, 1935<br>(Jan 30, 1935)         |
| United States       | FEDDERS NORTH AMERICA, INC. | AIRTEMP            | 379722<br>(71/428607)                | Jul 23, 1940<br>(Feb 16, 1940)         |
| United States       | FEDDERS NORTH AMERICA, INC. | EMERSON QUIET KOOL | 1119176<br>(73/149275)               | May 29, 1979<br>(Nov 21, 1977)         |
| United States       | FEDDERS NORTH AMERICA, INC. | EMERSON QUIET KOOL | 1612846<br>(73/793311)               | Sep 11, 1990<br>(April 14, 1989)       |
| United States       | FEDDERS NORTH AMERICA, INC. | FEDDERS            | 0517896<br>(71/557834)               | Nov 22, 1949<br>(May 26, 1948)         |
| United States       | FEDDERS NORTH AMERICA, INC. | FEDDERS            | 0532334<br>(71/557836)               | Oct 24, 1950<br>(May 26, 1948)         |
| United States       | FEDDERS NORTH AMERICA, INC. | FEDDERS            | 860978<br>(72/283298)                | Nov 26, 1968<br>(Oct 23, 1967)         |

d. Herrmidifier Company, Inc.

| <u>Jurisdiction</u> | <u>Record Owner</u>        | <u>Trademark</u>                     | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> |
|---------------------|----------------------------|--------------------------------------|--------------------------------------|--|
| United States       | HERRMIDIFIER COMPANY, INC. | HERRMIDICOOL (STYLIZED)              | 1361719<br>(73/530222)               | Sep 24, 1985<br>(Apr 02, 1985)         |
| United States       | HERRMIDIFIER COMPANY, INC. | HERRMIDIFIER                         | 2176646<br>(75/303155)               | July 28, 1998<br>(Jun 04, 1997)        |
| United States       | HERRMIDIFIER COMPANY, INC. | HERRMIDIFIER AND WAVES & WATER DROPS | 1543420<br>(73/766508)               | June 13, 1989<br>(Nov 30, 1988)        |
| United States       | HERRMIDIFIER COMPANY, INC. | HERRTRONIC                           | 1269111<br>409019                    | Mar 06, 1984<br>Jan 12, 1983           |

e. Rotorex Company, Inc.

| <u>Jurisdiction</u> | <u>Record Owner</u>   | <u>Trademark</u> | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> |
|---------------------|-----------------------|------------------|--------------------------------------|--|
| United States       | ROTOREX COMPANY, INC. | ROTOREX          | 1297399<br>(73/449071)               | Sep 25 1984<br>(Oct 21, 1983)          |
| United States       | ROTOREX CORPORATION   | ROTOREX          | 1297399<br>(73/449071)               | Sep 25, 1984<br>(Oct 21, 1983)         |

f. Trion, Inc.

| <u>Jurisdiction</u> | <u>Record Owner</u> | <u>Trademark</u> | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> |
|---------------------|---------------------|------------------|--------------------------------------|--|
| United States       | TRION, INC.         | AIR BEAR         | 2934688<br>78/211551                 | Mar 22, 2005<br>Feb 06, 2003           |
| United States       | TRION, INC.         | AIR BOSS         | 2023152<br>(74/687402)               | Sep 17, 1996<br>(Jun 12, 1995)         |
| United States       | TRION, INC.         | FOREVER FILTER   | 2213311<br>(75/181871)               | Dec 22, 1998<br>(Oct 15, 1996)         |

| <u>Jurisdiction</u> | <u>Record Owner</u> | <u>Trademark</u>             | <u>Reg. No.</u><br><u>(App. No.)</u> | <u>Reg. Date</u><br><u>(App. Date)</u> |
|---------------------|---------------------|------------------------------|--------------------------------------|--|
| United States       | TRION, INC.         | PORT-A-CART                  | 3099112<br>(78/434699)               | May 30, 2006<br>(Jun 14, 2004)         |
| United States       | TRION, INC.         | ROLLAWAY                     | 1480553<br>(73/635925)               | Mar 15, 1988<br>(Dec 11, 1986)         |
| United States       | TRION, INC.         | TRION                        | 1046283<br>(73/074145)               | Aug 17, 1976<br>(Jan 13, 1976)         |
| United States       | TRION, INC.         | TRION                        | 1057448<br>(73/074146)               | Feb 1 1977<br>(Jan 13, 1976)           |
| United States       | TRION, INC.         | TRION IN SHIELD WITH<br>DOTS | 504130<br>(71/532660)                | Nov 23, 1948<br>Aug 27, 1947           |
| United States       | TRION, INC.         | TRIONRX                      | 2010661<br>(74/555076)               | Oct. 22, 1996<br>(Jul 29, 1994)        |