

06-15-2007



103417051

MRD 6/15/07

To the director of the U. S. Patent and Trademark Office, and documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Fedders North America, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) March 20, 2007

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes

- Yes
- No

Name: Bank of America, N.A., as Collateral Agent

Internal

Address: Attention: Richard M. Levenson

Street Address: 335 Madison Avenue

City: New York

State: New York

Country: USA

Zip: 10017

Association Citizenship USA

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)

3. Nature of conveyance:

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

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

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Cathleen A. Pellegrino, Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: NY

Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$890.00

- 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: _____

9. Signature:

Signature

6/13/07

Date

06/15/2007 DBYRNE 00000102 2846020

01 FC:8521
02 FC:8522

40.00 OP
850.00 NP
Evan A. Pilchik
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. **14**

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

ADDITIONAL NAMES OF CONVEYING PARTIES

<u>Name</u>	<u>Type of Entity/Citizenship</u>
Eubank Coil Company	Corporation/Texas
Rotorex Company, Inc.	Corporation/Delaware
Trion, Inc.	Corporation/Pennsylvania
Envirco Corporation	Corporation/New Mexico
Herrmidifier Company, Inc.	Corporation/Pennsylvania

Trademarks Registrations and Applications

a. Envirco Corporation

United States	ENVIRCO CORPORATION	AIRCEIL	2846020 (76/456617)	May 25, 2004 (Oct 02, 2002)
United States	ENVIRCO CORPORATION	ENVIRALAB	1023145 (73//017272)	Oct 21, 1975 (Mar 28, 1974)
United States	ENVIRCO CORPORATION	ENVIRALOK	861361 (72/299621)	Dec 3, 1968 (Jun 04, 1968)
United States	ENVIRCO CORPORATION	ENVIRAMEDIC	832526 (72/229207)	Jul 25, 1967 (Oct 04, 1965)
United States	ENVIRCO CORPORATION	ENVIRCO	1018570 (72/456196)	Aug 19, 1975 (May 02, 1973)
United States	ENVIRCO CORPORATION	HOSPI-GARD	2591560 (76/332211)	Jul 09, 2002 (Oct 31, 2001)
United States	ENVIRCO CORPORATION	ISOCLEAN	1919557 (74/576317)	Aug 19, 1975 (Sep 21, 1994)
United States	ENVIRCO CORPORATION	MAC 10	78/701152 (78/701152)	Aug 22, 2006 (Aug 26, 2005)
United States	ENVIRCO CORPORATION	MAC 10 RX (STYLIZED)	(76/554,851)	(Oct. 9, 2003)
United States	ENVIRCO CORPORATION	VE5 (STYLIZED)	1969652 (74/632111)	Apr 23, 1996 (Feb 09, 1995)

b. Eubank Coil Company

United States	EUBANK COIL COMPANY	EME & DEVICE	2656431 (76/366774)	Dec 03, 2002 (Feb 04, 2002)
United States	EUBANK COIL COMPANY	EUBANK	2666247 (76/366820)	Dec 24, 2002 (2/4/2002)
United States	EUBANK COIL COMPANY	SUN	2962730 (76/332388)	Jun 21, 2005 Oct 31, 2001

c. Fedders North America, Inc.

United States	FEDDERS NORTH AMERICA, INC.	AIRTEMP	325089 (71/360840)	Jun 11, 1935 (Jan 30, 1935)
United States	FEDDERS NORTH AMERICA, INC.	AIRTEMP	379722 (71/428607)	Jul 23, 1940 (Feb 16, 1940)
United States	FEDDERS NORTH AMERICA, INC.	EMERSON QUIET KOOL	1119176 (73/149275)	May 29, 1979 (Nov 21, 1977)
United States	FEDDERS NORTH AMERICA, INC.	EMERSON QUIET KOOL	1612846 (73/793311)	Sep 11, 1990 (April 14, 1989)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	0517896 (71/557834)	Nov 22, 1949 (May 26, 1948)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	0532334 (71/557836)	Oct 24, 1950 (May 26, 1948)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	860978 (72/283298)	Nov 26, 1968 (Oct 23, 1967)

d. Herrmidifier Company, Inc.

United States	HERRMIDIFIER COMPANY, INC.	HERRMIDICOOL (STYLIZED)	1361719 (73/530222)	Sep 24, 1985 (Apr 02, 1985)
United States	HERRMIDIFIER COMPANY, INC.	HERRMIDIFIER	2176646 (75/303155)	July 28, 1998 (Jun 04, 1997)
United States	HERRMIDIFIER COMPANY, INC.	HERRMIDIFIER AND WAVES & WATER DROPS	1543420 (73/766508)	June 13, 1989 (Nov 30, 1988)
United States	HERRMIDIFIER COMPANY, INC.	HERRTRONIC	1269111 409019	Mar 06, 1984 Jan 12, 1983

e. Rotorex Company, Inc.

United States	ROTOREX COMPANY, INC.	ROTOREX	1297399 (73/449071)	Sep 25 1984 (Oct 21, 1983)
United States	ROTOREX CORPORATION	ROTOREX	1297399 (73/449071)	Sep 25, 1984 (Oct 21, 1983)

f. Trion, Inc.

United States	TRION, INC.	AIR BEAR	2934688 78/211551	Mar 22, 2005 Feb 06, 2003
United States	TRION, INC.	AIR BOSS	2023152 (74/687402)	Sep 17, 1996 (Jun 12, 1995)
United States	TRION, INC.	FOREVER FILTER	2213311 (75/181871)	Dec 22, 1998 (Oct 15, 1996)

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

SCHEDULE A

Trademarks Registrations and Applications

a. Enviroco Corporation

United States	ENVIRCO CORPORATION	AIRCEIL	2846020 (76/456617)	May 25, 2004 (Oct 02, 2002)
United States	ENVIRCO CORPORATION	ENVIRALAB	1023145 (73//017272)	Oct 21, 1975 (Mar 28, 1974)
United States	ENVIRCO CORPORATION	ENVIRALOK	861361 (72/299621)	Dec 3, 1968 (Jun 04, 1968)
United States	ENVIRCO CORPORATION	ENVIRAMEDIC	832526 (72/229207)	Jul 25, 1967 (Oct 04, 1965)
United States	ENVIRCO CORPORATION	ENVIRCO	1018570 (72/456196)	Aug 19, 1975 (May 02, 1973)
United States	ENVIRCO CORPORATION	HOSPI-GARD	2591560 (76/332211)	Jul 09, 2002 (Oct 31, 2001)
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United States	FEDDERS NORTH AMERICA, INC.	EMERSON QUIET KOOL	1119176 (73/149275)	May 29, 1979 (Nov 21, 1977)
United States	FEDDERS NORTH AMERICA, INC.	EMERSON QUIET KOOL	1612846 (73/793311)	Sep 11, 1990 (April 14, 1989)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	0517896 (71/557834)	Nov 22, 1949 (May 26, 1948)
United States	FEDDERS NORTH AMERICA, INC.	FEDDERS	0532334 (71/557836)	Oct 24, 1950 (May 26, 1948)
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United States	HERRMIDIFIER COMPANY, INC.	HERRMIDIFIER AND WAVES & WATER DROPS	1543420 (73/766508)	June 13, 1989 (Nov 30, 1988)
United States	HERRMIDIFIER COMPANY, INC.	HERRTRONIC	1269111 409019	Mar 06, 1984 Jan 12, 1983

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United States	TRION, INC.	FOREVER FILTER	2213311 (75/181871)	Dec 22, 1998 (Oct 15, 1996)

Country	Record Owner	Trademark	Reg. No. (App. No.)	Issue Date (App. Date)
United States	TRION, INC.	PORT-A-CART	3099112 (78/434699)	May 30, 2006 (Jun 14, 2004)
United States	TRION, INC.	ROLLAWAY	1480553 (73/635925)	Mar 15, 1988 (Dec 11, 1986)
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United States	TRION, INC.	TRIONRX	2010661 (74/555076)	Oct. 22, 1996 (Jul 29, 1994)

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 BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent for the Secured Parties (as defined in the Revolving Loan Agreement referred to below) (in such capacity, the “**Collateral Agent**”).

W i t n e s s e t h:

WHEREAS, pursuant to the Revolving 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 “**Revolving Loan Agreement**”), by and among FEDDERS NORTH AMERICA, INC. (“**Borrower Agent**”), EMERSON QUIET KOOL CORPORATION (“**Emerson**”), COLUMBIA SPECIALTIES, INC. (“**Columbia**”), TRION, INC. (“**Trion**”), ENVIRCO CORPORATION (“**Envirco**”), EUBANK COIL COMPANY (“**Eubank**”), FEDDERS ADDISON COMPANY, INC. (“**Addison**”), FEDDERS ISLANDAIRE, INC. (“**Islandaire**”) and ISLAND METAL FABRICATING, INC. (“**Island Metal**”); and together with Borrower Agent, Emerson, Columbia, Trion, Envirco, Eubank, Addison and Islandaire, each individually a “**Borrower**” and collectively, “**Borrowers**”), FEDDERS CORPORATION (“**Holdings**”) and certain Subsidiaries of Holdings, as Guarantors, Lenders party thereto from time to time, BANK OF AMERICA, N.A., as Administrative Agent and Collateral Agent, and GENERAL ELECTRIC CAPITAL CORPORATION, as Documentation Agent, the Lenders have severally agreed to make revolving loans to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than Borrowers are party to the Revolving Loan Agreement pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Revolving 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 Revolving Loan Agreement and to induce the Lenders to make their respective revolving loans to Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

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

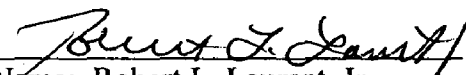
Section 3. Security Agreement

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.

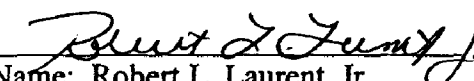
[SIGNATURE PAGES FOLLOW]

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.

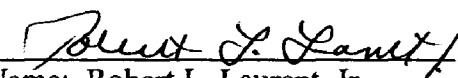
FEDDERS NORTH AMERICA, INC.,
as Grantor

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

FEDDERS CORPORATION,
as Grantor

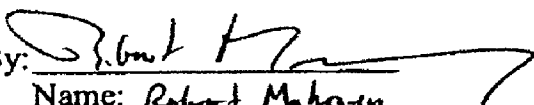
By: 
Name: Robert L. Laurent, Jr.
Title: Executive Vice President

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

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: 
Name: Robert Mahoney
Title: Senior Vice President

[ACKNOWLEDGEMENT FOR TRADEMARK SECURITY AGREEMENT]

800280.2

RECORDED: 06/15/2007

TRADEMARK
REEL: 003562 FRAME: 0770