

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
M & I Heat Transfer Products Ltd.		04/29/2007	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada		
Street Address:	70 York Street, 3rd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 1S9		
Entity Type:	Canadian chartered bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2769588	VAV-TROL	
CORRESPONDENCE DATA			
Fax Number:	(866)947-1121		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(585) 263-1000		
Email:	kwalsh@nixonpeabody.com		
Correspondent Name:	Kristen M. Walsh		
Address Line 1:	1100 Clinton Square		
Address Line 2:	Nixon Peabody LLP		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	016164/000001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

CH \$40.00 2769588

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Kristen M. Walsh

Signature:

/kristenmwash/

Date:

05/13/2008

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT dated as of April 29, 2007, by **M&I HEAT TRANSFER PRODUCTS LTD.**, a corporation incorporated under the laws of the Province of Ontario (the "**Debtor**") in favour of **HSBC BANK CANADA**, (together with its successors and assigns, the "**Lender**").

RECITALS:

- A. Pursuant to a facility letter dated October 12, 2005, as agreed to and accepted by the Debtor on October 27, 2005; which was amended by a facility letter dated February 27, 2006, as agreed to and accepted by the Debtor on the same date (collectively, the "**Previous Facility Letter**"). The Previous Facility Letter was amended and replaced by a facility letter dated December 4, 2006, as agreed to and accepted by the Debtor on December 3, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Facility Letter**").
- B. Debtor has executed and delivered a Security Agreement to the Lender, dated as October 28, 2005 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**").
- C. Pursuant to the terms of the Facility Letter, Debtor is required to execute and deliver to Lender, this Patent and Trademark Security Agreement granting a first ranking security interest in all its present and after acquired personal property.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

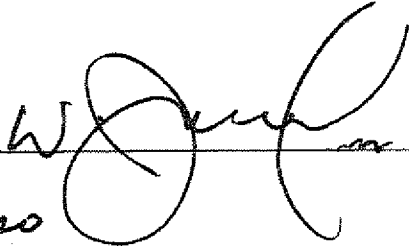
- 1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
- 2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** As continuing collateral security for the due payment and performance by Debtor of all of the Indebtedness, Debtor hereby grants to Lender, a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Patent Collateral**"):
 - (a) all of its Patents and Patent Licenses to which it is a party including the Patents and Patent Licenses referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing; and
 - (c) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** As continuing collateral security for the due payment and performance by Debtor of all of the Indebtedness, Debtor hereby grants to Lender, a continuing first priority security interest in all of Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):
- (a) all of its Trademarks and Trademark Licenses to which it is a party including the Trademarks referred to on Schedule II hereto;
 - (b) all reissues, continuations or extensions of the foregoing;
 - (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
 - (d) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or 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.
4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Patent and Trademark Security Agreement are granted in conjunction with the security interests granted to Lender, pursuant to the Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interests in the Patent Collateral and 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.
5. **MISCELLANEOUS.**
- (a) This Patent and Trademark Security Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario;
 - (b) This Patent and Trademark Security Agreement and all its provisions shall enure to the benefit of the Lender, its successors and assigns, and shall be binding on the Debtor, its successors and permitted assigns; and
 - (c) This Patent and Trademark Security Agreement may be executed in any number of counterparts (by facsimile or otherwise), each of which, when so executed, shall be deemed an original, and all such counterparts shall constitute one and the same Patent and Trademark Security Agreement.

[Signature Page Follows]

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

M&I HEAT TRANSFER PRODUCTS LTD.

By: 
Name:
Title: *CEO*

By: _____
Name:
Title:

We have authority to bind the Corporation

ACCEPTED AND ACKNOWLEDGED BY:

HSBC BANK CANADA

By: 
Name: John Borch
Title: Assistant Vice President

SCHEDULE I

I. PATENT REGISTRATIONS

- see attached -

SCHEDULE "A"



M&I PATENTS

Date: Nov.2, 2007

No.	Technology	Patent Number	Date Issued
1	Air Handling Structure for Fan Inlet and Outlet	4,986,170 (US)	January 22, 1991
2	Air Damper Apparatus	5,106,052 (US)	April 21, 1992
3	Air Handling System	1,317,503 (Cdn)	May 11, 1993
4	Air Distribution Terminal Unit	2,047,052 (Cdn)	May 24, 1994
5	Air Handling Structure for Fan Inlet and Outlet	5,426,268 (US)	June 20, 1995
6	Air Handling Structure for Fan Inlet and Outlet	5,473,123 (US)	December 05, 1995
7	Packless Silencer	5,473,124 (US)	December 05, 1995
8	Air Handling Structure for Fan Inlet and Outlet	5,587,563 (US)	December 24, 1996
9	Air Handling Structure for Fan Inlet and Outlet	5,728,979 (US)	March 17, 1998
10	Fan for Air Handling System	5,749,702 (US)	May 12, 1998
11	Air Handling Structure for Fan Inlet and Outlet	2,093,534 (Cdn)	August 18, 1998
12	Fan System with Variable Air Volume Control	5,827,044 (US)	October 27, 1998
13	Centrifugal Fan with Vertical Rotation Axis	2,231,913 (Cdn)	April 13, 1999
14	Centrifugal Fan Unit with Vertical Rotation Axis	6,027,406 (US)	February 22, 2000
15	High Efficiency Air Mixer	6,139,425 (US)	October 31, 2000
16	Venturi Type Air Distribution System	6,213,867 (US)	April 10, 2001
17	Air Handling Structure for Fan Inlet and Outlet	2,208,190 (Cdn)	June 12, 2001
18	High Efficiency Air Mixer	6,241,601 (US)	June 5, 2001
19	Column Fan Unit	6,267,665 (US)	July 31, 2001
20	Fan for Air Handling System	2,216,500 (Cdn)	September 11, 2001
21	Fan System with Variable Air Volume Control	2,233,381 (Cdn)	February 26, 2002
22	Column Fan Unit	6,402,812 (US)	June 11, 2002
23	Sound Attenuating Inlet Silencer for Air Supplying Fan	6,419,576 (US)	July 16, 2002
24	Air Inlet and Outlet Silencer Structures for Turbine	6,537,490 (US)	March 25, 2003
25	Air Mixing Device with Parallel Airflow Passages	6,547,433 (US)	April 15, 2003
26	Venturi Type Air Distribution System	6,623,353 (US)	September 23, 2003
27	Air Handling Unit with supply and Exhaust Fans	6,688,966 (US)	February 10, 2004
28	Air Outlet Silencer Structure for Turbine	6,802,690 (US)	October 12, 2004
29	Outlet Silencer and Heat Recovery Structure for Gas Turbine	6,851,514 (US)	February 8, 2005
30	Outlet Silencer for Cooling tower, Evaporative Cooler or Condenser	6,880,813 (US)	April 19, 2005
31	Inlet and Outlet Duct Units for Air Supply Fan	6,920,959 (US)	July 26, 2005
32	Air Inlet Silencer Structures for Turbine	1,262,666 (EP)	January 18, 2006

33	Outlet Silencer and Heat Recovery Structures for Gas Turbine	1,359,308 (EP)	November 10, 2006
34	Heat Recovery Apparatus with Aerodynamic Diffusers	7,100,356 (US)	Sep. 5, 2006
35	Air Inlet and Outlet Silencers for Turbine	2,363,895 (Cdn)	January 23, 2007
36	Outlet Silencer Structures for Turbines	2,417,479 (Cdn)	June 5, 2007
37	High Efficiency Air Mixer	2,273,516 (Cdn)	August 14, 2007

Notes:

- There are five (5) other patents pending
- The highlighted patents have been transferred to M&I Power Technology Inc.

Patent application only

38 Air mixing device having series of parallel airflow passages

2,366,889 (Cdn)

January 7, 2002

Already shown as Patent # 6,880,813 above

39 Outlet silencer for cooling tower, evaporative cooler or condenser

20,040,150,124 (US)

January 15, 2004

X 40 Outlet silencer for cooling tower, evaporative cooler or condenser

20,030,214,055 (US)

May 17, 2002



SCHEDULE II

I. TRADEMARK REGISTRATIONS

Jurisdiction	Trade-mark	Serial No.	Reg. No.
Canada	SPACE-GAINER	514,565	TMA298,421
Canada	VAV-TROL	1,064,804	TMA562,968
Canada	AIRTROL	839,163	
United States	VAV-TROL	76/080,195	2,769,588
United States	AIRTROL	75/309,767	