

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TEMP-AIR, INC.		05/06/2008	CORPORATION: MINNESOTA

RECEIVING PARTY DATA	
Name:	THE PRIVATEBANK AND TRUST COMPANY
Street Address:	70 WEST MADISON
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	BANKING CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2652849	THERMAL REMEDIATION
Registration Number:	2671032	TEMP-SHIELD
Registration Number:	2168239	RUPP ENVIRONMENTAL AIR SYSTEMS
Registration Number:	2607941	BUILT RIGHT FIRST...TO LAST!
Registration Number:	1144894	TEMP-AIR
Registration Number:	1146918	TEMP-HEAT
Registration Number:	1423766	80/20 SYSTEM
Registration Number:	2151268	TEMP-COOL
Registration Number:	2542619	HYDRO-THAW
Registration Number:	2416406	TOPAZ

CORRESPONDENCE DATA	
Fax Number:	(612)338-3857
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-359-7645

OP \$265.00 2652849

Email: GLIPP@FWHTLAW.COM
Correspondent Name: GLENDA M. LIPP, C/O FABYANSKE LAW FIRM
Address Line 1: 800 LASALLE AVENUE, SUITE 1900
Address Line 4: MINNEAPOLIS, MINNESOTA 55402

NAME OF SUBMITTER:	GLENDA M. LIPP
Signature:	/GLENDA M. LIPP/
Date:	05/23/2008

Total Attachments: 5

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 6, 2008, by **TEMP-AIR, INC.**, a Minnesota corporation (the "Grantor"), in favor of THE PRIVATEBANK AND TRUST COMPANY, an Illinois banking corporation (the "Lender").

RECITALS

A. The Grantor and/or its affiliates have entered into a Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms not otherwise defined herein being used herein as therein defined) with the Lender, pursuant to which the Lender agreed to make loans to, and issue in letters of credit for the account of, Grantor and/or its affiliates and pursuant to which the Grantor granted to Lender a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the Obligations.

B. Pursuant to the Credit Agreement, the Grantor is required to execute and deliver this Agreement to the Lender.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any

reissues, continuations or extensions thereof and all goodwill associated therewith;

- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Credit Agreement.

[signature page follows]

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademarks, Trademark Applications and Trademark Licenses

Trademark Name	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
THERMAL REMEDIATION	76/110,359	2652849	8/16/2000	11/19/2002
TEMP-SHIELD	76/135,567	2671032	9/26/2000	1/7/2003
RUPP ENVIRONMENTAL SYSTEMS	75/141,136	2168239	7/29/1996	6/23/1998
BUILT RIGHT FIRST...TO LAST!	75/871,629	2607941	12/14/1999	8/13/2002
TEMP-AIR	73,202,550	1144894	2/5/1979	12/30/1980
TEMP-HEAT	73/202,551	1146918	2/5/1979	2/10/1981
80/20 SYSTEM and design	73/586,543	1423766	3/6/1986	1/6/1987
TEMP-COOL	75/077,961	2151268	3/25/1996	4/14/1998
HYDRO-THAW	76/145,167	2542619	10/12/2000	2/26/2002
TOPAZ	75/634,406	2416406	2/3/1999	12/26/2000

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

REGISTERED PATENTS

TITLE	REGISTRATION NUMBER	REGISTRATION DATE
PEST CONTROL SYSTEM	6141901	11/7/2000
INDIRECT-FIRED HEATER WITH REG	5941233	8/24/1999
PORTABLE SHELTER	RE31,565	4/24/1982
PEST CONTROL SYSTEM	6588140	7/8/2003

PATENT APPLICATIONS

TITLE	APPLICATION SERIAL NO.	FILING DATE
PORTABLE PEST CONTROL SYSTEM	11/251,979	10/17/2005
PEST CONTROL SYSTEM	09/664,274	9/18/2000
PEST CONTROL SYSTEM	11/178,880	7/11/2005

PATENT LICENSES