

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Envirco Corporation		06/19/2008	CORPORATION: NEW MEXICO

RECEIVING PARTY DATA

Name:	Air System Components, Inc.
Street Address:	1401 N. Plano Road
City:	Richardson
State/Country:	TEXAS
Postal Code:	75081
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2591560	HOSPI-GARD
Registration Number:	2846020	AIRCEIL
Registration Number:	3318954	MAC 10 RX
Registration Number:	3132620	MAC 10
Registration Number:	1023145	ENVIRALAB
Registration Number:	0861361	ENVIRALOK
Registration Number:	0832526	ENVIRAMEDIC
Registration Number:	1018570	ENVIRCO
Registration Number:	1919557	ISOCLEAN

CORRESPONDENCE DATA

Fax Number: (303)744-4653
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 303-744-4743
 Email: jt4006@gates.com

CH \$240.00 2591560

Correspondent Name: Jeffrey A. Thurnau
Address Line 1: 1551 Wewatta Street
Address Line 2: MS 10-A3
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	ENVIRCO-ASC-9 TMS
NAME OF SUBMITTER:	Jeffrey A. Thurnau
Signature:	/jeffrey thurnau/
Date:	09/04/2008

Total Attachments: 6

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DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT

THIS DOMAIN NAME AND TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment") is entered into as of June ____, 2008 (the "Effective Date"), by and between Air System Components, Inc., a Delaware corporation and the assignee of Tomkins Industries, Inc., an Ohio corporation, pursuant to that certain Assignment of Asset Purchase Agreement, dated as of May 20, 2008, by and among Tomkins Industries, Inc. and Air System Components, Inc. ("Assignee"), and Envirco Corporation, a New Mexico corporation ("Assignor") pursuant to that certain Asset Purchase Agreement, dated as of April 25, 2008, as amended by that certain Amendment No. 1 to Asset Purchase Agreement, dated as of May 16, 2008, by and among Tomkins Industries, Inc., an Ohio corporation ("Tomkins"), Tomkins Finance plc, a corporation organized under the laws of England and Wales, ("Tomkins Finance"), Air System Components Investments China Limited, a corporation organized under the laws of England and Wales ("Air System"), and Ruskin Air Management Limited, a corporation organized under the laws of England and Wales ("Ruskin"; and collectively with Tomkins, Tomkins Finance and Air System, the "Purchaser"), and FI Liquidating, Inc. (f/k/a Fedders International, Inc.), a Delaware corporation ("FI"), Herrmidifier Company, Inc., a Pennsylvania corporation ("Herrmidifier"), Trion Inc., a Pennsylvania corporation ("Trion"), Trion Limited, a corporation organized under the laws of England and Wales and a wholly-owned subsidiary of Trion ("Trion Limited") and Envirco Corporation, a New Mexico corporation ("Envirco," and collectively with FI, Herrmidifier, Trion, and Trion Limited the "Assignor Parties") (the "Purchase Agreement"), as more fully described below. Capitalized terms used herein and not otherwise defined shall have the same meaning ascribed to such terms in the Purchase Agreement.

WITNESSETH

WHEREAS, the Purchaser and the Assignor Parties have entered into the Purchase Agreement providing for the sale to Assignee of certain of the assets, properties, interests and rights owned, used or held for use by the Assignor Parties to conduct the operations of their residential, commercial and industrial air quality business, all as more particularly described in the Purchase Agreement and upon the terms and subject to the conditions set forth therein and with the approval of the Bankruptcy Court pursuant to the Bankruptcy Code (the "Transaction"); and

WHEREAS, under the Purchase Agreement, the Assignor Parties have agreed to sell, convey, transfer, assign, grant and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept such transfer and assignment (except for the Excluded Assets and Excluded Liabilities) of all of Assignors' right, title and interest in and to the Assigned Proprietary Rights, excluding the discoveries, developments, inventions, patents, patent applications, patent disclosures and improvements thereto which form a part of the Intellectual Property being purchased by Assignee pursuant to the Purchase Agreement, which the Assignee and Assignor Parties intend to assign pursuant to a Patent Assignment Agreement of even date herewith, but including, without limitation, the trademarks, together with the goodwill of the business pertaining thereto, set forth on Exhibit A attached hereto (the "Marks"), and the domain names set forth on Exhibit B attached hereto (the "Domain Names"), in each case free and clear of all Encumbrances (collectively, the foregoing constitute the "Assigned IP Assets"), and to assume the Assumed Liabilities.

NOW, THEREFORE, effective as of the Effective Date, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending legally to be bound, agree as follows:

1. As of the Effective Date and subject to the terms and conditions of this Agreement, Assignor sells, transfers, grants, conveys, assigns and relinquishes to Assignee, in perpetuity, all of Assignor's right, title and interest in and to the Domain Names, the Marks, together with the goodwill of the business pertaining thereto, and the Assigned IP Assets, including without limitation, all claims for damages by reason of past infringements of the Marks with the right to sue for and collect the same for its own use and benefit, and for use and on behalf of Assignee's successors, assigns and other legal representatives. Assignor further transfers and assigns to Assignee the right to file for and obtain trademark registrations of the Domain Names and to file trademark or service mark applications for and/or related to the Marks anywhere in the world.
2. Assignee shall be responsible for filing this Assignment or any other documentation evidencing the transfer of the Assigned IP Assets to Assignee with the applicable domain name registrar(s), with the United States Patent and Trademark Office and with all applicable foreign trademark offices. Assignee shall also be responsible for all fees associated with such filings.
3. In furtherance of the sale, transfer, grant, conveyance, assignment and relinquishment of the Domain Names, the Marks, together with the goodwill of the business pertaining thereto, and the Assigned IP Assets pursuant to Section 1 hereof, Assignor shall execute and deliver to Assignee, or any agency designated by Assignee any and all additional documents as Assignee may deem reasonably necessary or desirable to effectuate the sale, transfer, grant, conveyance, assignment and relinquishment of the Domain Names, the Marks, together with the goodwill of the business pertaining thereto, and the Assigned IP Assets. Assignor shall also execute, acknowledge and deliver to Assignee, or any agency designated by Assignee, any documents required to be filed in the United States Patent and Trademark Office, any foreign trademark office or with any domain name registrar(s) to effect the assignments described in this Assignment and, at Assignee's expense, provide testimony and other evidence in connection with any proceeding affecting the right, title or interest of Assignee in the Domain Names or the Marks.
4. This Assignment shall be binding upon, and inure to the benefit of, Assignor, Assignee and their respective successors and assigns.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to principles of conflict of laws.
6. Assignor, by its execution of this Assignment, and Assignee, by its acceptance of this Assignment, each hereby acknowledges and agrees that neither the representations and warranties nor the rights, remedies or obligations of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this Assignment.

7. It is expressly agreed and understood by the parties hereto that this Assignment is not intended in any manner to supersede, amend, modify, enlarge or limit any of the provisions contained in the Purchase Agreement. In the event of a conflict between a provision hereof and a provision of the Purchase Agreement, the provision of the Purchase Agreement shall prevail.

[Signature Page Follows]

EXECUTION VERSION

IN WITNESS WHEREOF, each Assignor and the Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

ENVIRCO CORPORATION, a New Mexico corporation

By: *Kent E. Hansen*
Name: Kent E. Hansen
Title: Executive Vice President

ASSIGNEE:

AIR SYSTEM COMPONENTS, INC., a Delaware corporation

By: _____
Name:
Title:

[Signature Page to Assignment and Assumption Agreement]

EXECUTION VERSION

IN WITNESS WHEREOF, each Assignor and the Assignee have executed this Assignment as of the Effective Date.

ASSIGNOR:

ENVIRCO CORPORATION, a New Mexico corporation,

**By: _____
Name:
Title:**

ASSIGNEE:

AIR SYSTEM COMPONENTS, INC., a Delaware corporation

**By: _____
Name: *Javier Del Castillo*
Title: *Authorized Representative***

EXHIBIT A
TRADEMARKS

Active Trademarks

Trademark	Country	Number	Previous Owner	Class	Goods
HOSPI-GARD	USA	2591560	Envirco Corporation	11	Air Purifying Units for Active Commercial Use.
AIRCEIL	USA	2846020	Envirco Corporation	11	Air Purifying, Air Cleaning and Filtering Units for Domestic and Commercial Use.
MAC 10 RX (STYLIZED)	USA	3318954	Envirco Corporation	11	Air Purifying Units, Air Filtering Units and Air Cleaning Units for Domestic and Commercial Use.
MAC 10	USA	3132620	Envirco Corporation	11	Air purifying units, air filtering units and air cleaning units for domestic and commercial use.
ENVIRALAB	USA	1023145	Envirco Corporation	9	Sterile Module which is a Laminar Flow Clean Unit which provides a Biologically clean Environment for specialized laboratory and pharmacy procedures.
ENVIRALOK	USA	861361	Envirco Corporation	11	Laminar flow
ENVIRAMEDIC	USA	832526	Envirco Corporation	11	Controlled Atmosphere Medical Clean rooms
ENVIRCO	USA	1018570	Envirco Corporation	34	Environmental Control Equipment-Namely clean air safety cabinets and surgical enclosure for isolating operational areas.
ISOCLEAN	USA	1919557	Envirco Corporation	11	Air purifying, air cleaning, and air filtering units for Domestic and Commercial use.