

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Trion, Inc.		06/19/2008	CORPORATION: PENNSYLVANIA

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: 8

Property Type	Number	Word Mark
Registration Number:	2934688	AIR BEAR
Registration Number:	3099112	PORT-A-CART
Registration Number:	2213311	FOREVER FILTER
Registration Number:	1046283	TRION
Registration Number:	2010661	TRIONRX
Registration Number:	1057448	TRION
Registration Number:	2023152	AIR BOSS
Registration Number:	0504130	TRION

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
 Correspondent Name: Jeffrey A. Thurnau
 Address Line 1: 1551 Wewatta Street

CH \$215.00 2934688

Address Line 2: MS 10-A3
Address Line 4: Denver, COLORADO 80202

ATTORNEY DOCKET NUMBER:	TRION-ASC ASSIGNMENT
NAME OF SUBMITTER:	Jeffrey A. Thurnau
Signature:	/jeffrey thurnau/
Date:	10/29/2008

Total Attachments: 12

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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 Trion, Inc., a Pennsylvania 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:

TRION, INC., a Pennsylvania 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:

TRION, INC., a Pennsylvania corporation,

By: _____
Name:
Title:

ASSIGNEE:

AIR SYSTEM COMPONENTS, INC., a Delaware corporation

By: _____
Name: *Saverio Del Castello*
Title: *Authorized Representative*

[Signature Page to Assignment and Assumption Agreement]

973806.1

EXHIBIT A
TRADEMARKS

Active Trademarks

					Goods	Status
AIR BEAR	USA	2934688	Trion, Inc.	11	Air Filtering Unit for Residential and Light Commercial Air Handling Systems and Disposable Filter Cartridge Therefor.	Active
TRION IN KOREAN CHARACTERS	SOUTH KOREA	574190	Trion, Inc.	7, 9, 11	Apparatus for Electrostatic Coating for Household Purposes, Electric Air Cleaners for Household purposes, Electrostatic Precipitation Air Cleaners for Household Purposes and Electrostatic Air Filters for Household Purposes.	Active
TRION	PEOPLE'S REPUBLIC OF CHINA	3776763	Trion, Inc.	11	Electrostatic Air Cleaners, Media Air Cleaners, Air Purifying Apparatus and Machines, Air Filtering Apparatus and Installations.	Active
PORT-A-CART	USA	3099112	Trion, Inc.	11	Portable Air Cleaners.	Active
TRION IN CHINESE CHARACTERS	PEOPLE'S REPUBLIC OF CHINA	4430645	Trion, Inc.	11	Electrostatic Air Cleaners, Media Air Cleaners, Air Purifying Apparatus and Machines; Air Filtering Apparatus and	Active

					Installations.	
TRION	THAILAND	578691/KOR234267	Trion, Inc.	11	Electronic Air Cleaners, Electrostatic Air Cleaners, Air Purifying Apparatus and Machines; Air Filtering Apparatus and Installations.	Active
TRION	EUROPEAN COMMUNITY	4613568	Trion, Inc.	7, 9, 11	Cleaning machines and air filters as part of machines; Electrostatic air cleaners; media air cleaners and apparatus for Electrostatic coating for industrial, commercial and residential use; and Electrostatic and media air filters for industrial, commercial and residential use.	Active
TRION	SOUTH KOREA	40-2006-0022072	Trion, Inc.	7, 9, 11	Apparatus for Electrostatic coating for household purposes; Electric air cleaners for household purposes; and Electrostatic precipitation air cleaners for household purposes and electrostatic air filters for household purposes.	Active
TRION	AUSTRALIA	607298	Trion, Inc.	11	Electrostatic Air Cleaners, Media Air Cleaners, Air Purifying Apparatus and Machines; Air Filtering	Active

					Apparatus and Installations; all other Goods included in This Class, But Excluding Electric Lighting Apparatus and Their Parts.	
TRION	AUSTRALIA	607297	Trion, Inc.	7	Electrostatic Coating Apparatus	Active
TRION IN SHIELD WITH DEVICE AND GLOBE DEVICE	FINLAND	72488	Trion, Inc.	7, 11	Electrostatic Precipitation and Apparatus for Electrostatic Coating; and Electrostatic Air Filters and Electronic Air Cleaners.	Active
TRION IN SHIELD WITH DOTS	NORWAY	141923	Trion, Inc.	7, 11	Electrostatic Precipitation and Apparatus for Electrostatic Coating; and Electrostatic Air Filters and Electronic Air Cleaners	Active
TRION IN SHIELD AND DEVICE	AUSTRALIA	187523	Trion, Inc.	11	Electrostatic Filters for the Cleaning of Air and of Exhaust Gases in Industrial Plant.	Active
TRION	AUSTRIA	159110	Trion, Inc.	7, 9, 11	Cleaning Machines and Air Filters as Part of Machines; Electrostatic Air Cleaners, Media Air Cleaners and Apparatus for Electrostatic Coating for Industrial, Commercial and Residential use; and Electrostatic and Media Air Filters for Industrial, Commercial and	Active

					Residential Use.	
TRION	BENELUX	557813	Trion, Inc.	9, 11	Electrostatic Air Cleaners, Media Air Cleaners, and Apparatus for Electrostatic Coating for Industrial, Commercial and Residential use; and Electrostatic and Media Air Filters for Industrial, Commercial and Residential Use.	Active
AIRBEAR (STYLIZED) & REPRESENTATIVE OF BEAR IN OVAL	CANADA	TMA 275073	Trion, Inc.		Air Filtering Unites for Residential and Light Commercial Air Handling Systems and Disposable Filter Cartridge.	Active
TEPCO	CANADA	TMA 218733	Trion, Inc.		Electronic Air Cleaners.	Active
AIR BOSS	CANADA	TMA 493052	Trion, Inc.		Electronic Air Cleaners for Industrial and Commercial Use.	Active
POWER ACTION	CANADA	TMA 422070	Trion, Inc.		(1) Table-Top Air Cleaners. (2) Table-Top Cleaners.	Active
TRION IN SHIELD WITH DOTS	CHILE	675151	Trion, Inc.	7	Electronic Air Cleaners, Electrostatic Precipitators , Apparatus for Electrostatic Coating, and all other Goods	Active
TRION	CHILE	672274	Trion, Inc.	7	Electronic Air Cleaners, Electrostatic, Precipitators, Apparatus for Electrostatic Coating and all other Goods.	Active
TRION IN SHIELD WITH DOTS	DENMARK	4917/1989	Trion, Inc.	7, 11	Electrostatic Precipitators and Electromechanical Apparatus for	Active

					Electrostatic Coating; and Electronic Air Cleaners, Electronic Air Filters.	
AIR BOSS	FRANCE	97667140	Trion, Inc.	11	Electronic Air Cleaners for Industrial and Commercial Use.	Active
SUPER CLEAN	FRANCE	97675816	Trion, Inc.	11	Portable Air Filter Appliances for Residential Use.	Active
TRION	FRANCE	94527909	Trion, Inc.	9, 11	Electrostatic Air Cleaners, Media Air Cleaners, and Apparatus For Electrostatic Coating for Industrial, Commercial and Residential use; and Electrostatic Media Air Filters for Industrial, Commercial and Residential Use.	Active
AIR BOSS	GERMANY	39712408	Trion, Inc.	11	Electronic Air Cleaners for Industrial and Commercial Use.	Active
TRION	ITALY	722790	Trion, Inc.	9, 11	Electrostatic Air Cleaners, Media Air Cleaners, and Apparatus For Electrostatic Coating for Industrial, Commercial and Residential use; and Electrostatic Media Air Filters for Industrial, Commercial and Residential Use.	Active
TRION	JAPAN	3228639	Trion, Inc.	11	Electrostatic Air cleaners and Filters, Media Air Cleaners, and Apparatus for Electrostatic Coating.	Active
AIR BOSS	JAPAN	4166008	Trion, Inc.	11	Air cleaners for Industrial and	Active

					Commercial Use.	
AIR BOSS	SOUTH KOREA	406661	Trion, Inc.	38	Electronic Air Cleaners for Industrial use, Electronic Air cleaners for Commercial use.	Active
TRION IN SHIELD WITH DOTS	SOUTH KOREA	204236	Trion, Inc.	7, 9, 11	Apparatus for Electrostatic coating for Household Purposed; Electric Air Cleaners for Household Purposes; and Electrostatic Precipitation Air Cleaners for Household Purposes and Electrostatic Air Filters for Household Purposes.	Active
TRION	SWEDEN	303107	Trion, Inc.	9, 11	Electrostatic Air Cleaners, Media Air Cleaners and Apparatus for Electrostatic Coating for Industrial, Commercial and Residential use; and Electrostatic and Media Air Filters for Industrial Use.	Active
TRION	UNITED KINGDOM	1179276	Trion, Inc.	9	Scientific, Electrical and Electronic Apparatus and Instruments; Filters included in Class 9; Parts and Fittings included in Class 9 for all the aforesaid Goods.	Active
TRION	UNITED KINGDOM	1179277	Trion, Inc.	7	Machines and Apparatus Included in Class 7, all for Electrostatic coating, spraying,	Active

					cleaning and surface finishing. And parts and fittings included in Class 7 for all the Aforesaid Goods.	
AIR BOSS	UNITED KINGDOM	2125942	Trion, Inc.	11	Electronic Air Cleaners for Industrial and Commercial use.	Active
FOREVER FILTER	USA	2213311	Trion, Inc.	11	Components of Industrial and Domestic Air Filters, Namely, Electronic Air Cleaning Cell Comprised of Plastic End Caps, Aluminum Plates and Ionizing Wires.	Active
TRION	USA	1046283	Trion, Inc.	9	Electrostatic Precipitation and Electronic Air Cleaners.	Active
TRIONRX	USA	2010661	Trion, Inc.	11	Air Cleaners and Air Filters for Household use to Reduce Dust and other particles in the air.	Active
TRION	USA	1057448	Trion, Inc.	9	Apparatus for Electrostatic coating.	Active
AIR BOSS	USA	2023152	Trion, Inc.	11	Electronic Air Cleaners for Industrial and Commercial use.	Active
ROLLAWAY	USA	1480553	Trion, Inc.	9	Electronic Precipitators.	Active
TRION IN SHIELD WITH DOTS	USA	0504130	Trion, Inc.	11	Electrostatic Air filters.	Active

Pending/Undispatched Trademarks:

TRION	CANADA		Trion, Inc.		Electronic air cleaners, electrostatic precipitators, oil mist precipitators industrial mist	Undispatched Application
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