TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Change of Collateral Agent- Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Antares Capital Corporation, as Collateral Agent		03/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2773729	CAREMEDX
Registration Number:	2771837	TRU-TURN
Registration Number:	2773730	AIRETOUCH
Registration Number:	2775804	AIR EXPRESS
Registration Number:	2769346	TRU-AIRE
Registration Number:	2783302	O2ZONED
Registration Number:	2707260	SURE-FLOAT
Registration Number:	2824090	ACTIVE SENSOR TECHNOLOGY
Registration Number:	2936771	SYMMETRIC.AIRE
Registration Number:	2760044	K-THERMIA
Registration Number:	2654042	GAYMAR
Registration Number:	2640751	PURGEL
Registration Number:	2640750	PURGEL
Registration Number:	2577338	SIDE-GARDS

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Registration Number:	2563036	K-MOD
Registration Number:	2390508	
Registration Number:	2390427	ISOFLEX
Registration Number:	2435743	WHERE QUALITY CARE MEETS THE BOTTOM LINE
Registration Number:	2390428	ISOLIBRIUM
Registration Number:	2335005	CLINI-DYNE
Registration Number:	2295910	MEDI-THERM II
Registration Number:	2315946	MEDI-TEMP II
Registration Number:	2294433	MEDI-THERM
Registration Number:	2502315	TEMPERATURE MANAGEMENT CONTINUUM
Registration Number:	2205100	PLEXUS
Registration Number:	2166404	SOF-PRESS
Registration Number:	2143251	CLINI-FLOAT
Registration Number:	2012483	SOF-MATT
Registration Number:	2046338	PAL
Registration Number:	2022327	COMPANION
Registration Number:	1853012	SPR-PLUS
Registration Number:	1622554	TOP-GARD
Registration Number:	1648054	CSI
Registration Number:	1273172	DISPOS.A.PROBE
Registration Number:	1095061	GAYMAR
Registration Number:	1095062	T/PUMP
Registration Number:	1106908	PILLO-PUMP
Registration Number:	0687635	K-

CORRESPONDENCE DATA

Fax Number: (312)577-4565

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125778265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten Muchin

Address Line 1: 525 W Monroe

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-121
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/

Date:	03/31/2009

Total Attachments: 6
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NOTICE OF CHANGE OF COLLATERAL AGENT –
TRADEMARK SECURITY AGREEMENT

Dated: March 30, 2009

WHEREAS, GAYMAR INDUSTRIES, INC., a New York corporation ("Gaymar"), has entered into that certain Security Agreement dated as of February 14, 2003 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the "Security Agreement") among Gaymar, the other "Debtors" from time to time party thereto, and ANTARES CAPITAL CORPORATION ("Antares"), as Collateral Agent (as defined in the Security Agreement) for the benefit of certain secured parties (the "Secured Parties"), to secure certain of obligations and liabilities of Gaymar to such Secured Parties;

WHEREAS, pursuant to the Security Agreement, Gaymar granted a first priority security interest in substantially all of Gaymar's assets, whether then existing or thereafter created or acquired to Antares, as Collateral Agent, for the benefit of the Secured Parties, on the terms and conditions more fully set forth in the Security Agreement;

WHEREAS, Gaymar and Antares, as Collateral Agent, entered into that certain Trademark Security Agreement, dated as of February 14, 2003 (the "Trademark Security Agreement"), which Trademark Security Agreement was recorded on February 25, 2003 in the United States Patent and Trademark Office, Trademark Division, at Reel 2682, Frame 0039; and

WHEREAS, pursuant to the Trademark Security Agreement, Gaymar granted to Antares, as Collateral Agent, a continuing security interest in all of Gaymar's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), in each case, whether then existing or thereafter created or acquired:

(1) each Trademark (as defined in the Security Agreement), Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Gaymar against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

WHEREAS, Antares has resigned as Collateral Agent under the Security Agreement and the Trademark Security Agreement and GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital") has replaced Antares as Collateral Agent thereunder for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto hereby agree and confirm that:

1. Antares has ceased to be the Collateral Agent for the benefit of the Secured Parties under the Security Agreement and the Trademark Security Agreement;

2. GE Capital is now the Collateral Agent for the benefit of the Secured Parties under the Security Agreement and the Trademark Security Agreement;

3. Antares, as Collateral Agent's first priority security interest in the Trademark Collateral and all of its interests, rights and obligations in, to and/or under the Trademark Security Agreement are hereby assigned and transferred to GE Capital as Collateral Agent for the benefit of the Secured Parties; and

4. the execution and delivery of this Assignment shall not in any way affect or modify the liability of Gaymar under the Security Agreement or the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Notice of Change of Collateral Agent – Trademark Security Agreement (this "Assignment"), all of the obligations of Gaymar under the Security Agreement and Trademark Security Agreement shall be and remain enforceable by GE Capital, as Collateral Agent, or by its successors and assigns in such capacity, against Gaymar.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

ANTARES CAPTIAL CORPORATION, as resigning Collateral Agent

By: Carrie Goldfeder
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: Carrie Goldfeder
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

Acknowledged and Agreed:

GAYMAR INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

ANTARES CAPTIAL CORPORATION, as resigning Collateral Agent

By: _____
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent

By: _____
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

Acknowledged and Agreed:

GAYMAR INDUSTRIES, INC.

By: _____
Name: Frank L. Lumbar
Title: CEO

SCHEDULE 1

REGISTERED TRADEMARKS

Mark	Application Number	Application Date	Registration Number	Registration Date
CAREMEDX	78188458	11/25/2002	2773729	10/14/2003
TRU-TURN	78188489	11/25/2002	2771837	10/07/2003
AIRETOUCH	78188492	11/25/2002	2773730	10/14/2003
AIR EXPRESS	78188473	11/25/2002	2775804	10/21/2003
TRUE-AIRE	78188476	11/25/2002	2769346	09/30/2003
O2ZONED	78142059	07/08/2002	2783302	11/11/2003
SURE-FLOAT	78140312	07/01/2002	2707260	04/15/2003
ACTIVE SENSOR TECHNOLOGY	78139918	06/28/2002	2824090	03/16/2004
SYMMETRIC.AIRE	78138064	06/24/2002	2936771	03/29/2005
K-THERMIA	76379533	03/07/2002	2760044	09/02/2003
GAYMAR	76329818	10/24/2001	2654042	11/26/2002
PURGEL	76218396	03/01/2001	2640751	10/22/2002
PURGEL	76218395	03/01/2001	2640750	10/22/2002
SIDE-GARDS	76051230	05/18/2000	2577338	06/11/2002
K-MOD	76039589	05/03/2000	2563036	04/23/2002
DESIGN ONLY	75718955	05/28/1999	2390508	09/26/2000
ISOFLEX	75618436	01/11/1999	2390427	09/26/2000
WHERE QUALITY CARE MEETS THE BOTTOM LINE	75618438	01/11/1999	2435743	03/13/2001
ISOLIBRIUM	75618437	01/11/1999	2390428	09/26/2000
CLINI-DYNE	75592464	11/20/1998	2335005	03/28/2000
MEDI-THERM II	75568491	10/07/1998	2295910	11/30/1999
MEDI-TEMP II	75561605	09/29/1998	2315946	02/08/2000
MEDI-THERM	75561826	09/29/1998	2294433	11/23/1999
TEMPERATURE MANAGEMENT CONTINUUM	75388544	11/12/1997	2502315	10/30/2001
PLEXUS	75289630	05/09/1997	2205100	11/24/1998
SOF-PRESS	75149351	08/13/1996	2166404	06/16/1998
CLINI-FLOAT	75075868	03/19/1996	2143251	03/10/1998
SLF-MATT	74585591	10/14/1994	2012483	10/29/1996
PAL	74583420	10/07/1994	2046338	03/18/1997
COMPANION	74420711	08/05/1993	2022327	12/10/2006
SPR-PLUS	74236883	01/13/1992	1853012	09/06/1994
TOP-GARD	74008611	12/07/1989	1622554	11/13/1990
CSI	73816527	08/02/1989	1648054	06/18/1991
DISPOS.A.PROBE	73376830	07/27/1982	1273172	04/03/2004

GAYMAR	73132578	07/01/1977	1095061	07/04/1978
T/PUMP	73132579	07/01/1977	1095062	07/04/1978
PILLOW-PUMP	73132581	07/01/1977	1106908	11/21/1978
K-	72068254	02/24/1959	0687635	11/03/1959

TRADEMARK APPLICATIONS

None

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