

USPTO

10/29/2009 9:04:42 AM PAGE 4/012 Fax Server

TO: MARK A. KASSEL COMPANY: FOLEY & LARDNER LLP

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.110/28/2009
900146415

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lanair Products, LLC		10/02/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	First Business Bank		
Street Address:	401 Charmany Drive		
City:	Madison		
State/Country:	WISCONSIN		
Postal Code:	53719		
Entity Type:	Bank: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1253719	LANAIR	
CORRESPONDENCE DATA			
Fax Number:	(608)258-4258		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	608-258-4272		
Email:	ptomailmadison@foley.com		
Correspondent Name:	Mark A. Kassel		
Address Line 1:	Foley & Lardner LLP		
Address Line 2:	Post Office Box 1497		
Address Line 4:	Madison, WISCONSIN 53701		
ATTORNEY DOCKET NUMBER:	075105-0122		
NAME OF SUBMITTER:	Mark A. Kassel		
Signature:	/Mark A. Kassel/		

OP \$40.00 1253719

USPTO

10/29/2009 9:04:42 AM

PAGE 5/012

Fax Server

TO: MARK A. KASSEL COMPANY: FOLEY & LARDNER LLP

Date:

10/28/2009

Total Attachments: 7

source=Lanair0122assignment#page1.tif

source=Lanair0122assignment#page2.tif

source=Lanair0122assignment#page3.tif

source=Lanair0122assignment#page4.tif

source=Lanair0122assignment#page5.tif

source=Lanair0122assignment#page6.tif

source=Lanair0122assignment#page7.tif

GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, LANAIR PRODUCTS, LLC, a Delaware limited liability company ("**Grantor**") owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on Schedule A and Schedule B attached hereto; and

WHEREAS, FIRST BUSINESS BANK, a Wisconsin state bank (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of October 6, 2009, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 2nd day of October, 2009.

GRANTOR:

LANAIR PRODUCTS, LLC,
a Delaware limited liability company

By: Barry A. Brandt
Print Name: Barry A. Brandt
Title: President

GRANTEE:

FIRST BUSINESS BANK,
a Wisconsin state bank

By: _____
Print Name: _____
Title: _____

Signature Page to Grant of Security Interest in Trademarks and Patents

STATE OF WisconsinCOUNTY OF Rock

On this 2nd day of October, 2009, before me personally came Barry H. Bennett to me known, who, being by me duly sworn did depose and say that (s)he is the President of Lanair Products, LLC, the company described in and which executed the foregoing instrument, and that (s)he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: permanent

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2009, before me personally came _____, to me known, who, being by me duly sworn did depose and say that (s)he is a _____ of First Business Bank, the bank described in and which executed the foregoing instrument and that (s)he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

Signature Page to Grant of Security Interest in Trademarks and Patents

TRADEMARK

REEL: 004090 FRAME: 0503

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 31 day of October, 2009.

GRANTOR:

LANAIR PRODUCTS, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

GRANTEE:

FIRST BUSINESS BANK,
a Wisconsin state bank

By: Jim M. Dumas
Print Name: Jim M. Dumas
Title: Vice President

Signature Page to Grant of Security Interest in Trademarks and Patents

STATE OF _____)
)
COUNTY OF _____)

On this _____ day of _____, 2009, before me personally came _____, to me known, who, being by me duly sworn did depose and say that (s)he is the _____ of Lanair Products, LLC, the company described in and which executed the foregoing instrument, and that (s)he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF WISCONSIN)
)
COUNTY OF DANE)

On this 5TH day of OCTOBER, 2009, before me personally came JILL M. THOMAS to me known, who, being by me duly sworn did depose and say that (s)he is a VICE PRESIDENT of First Business Bank, the bank described in and which executed the foregoing instrument and that (s)he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

My Commission Expires: FEBRUARY 7, 2010

Signature Page to Grant of Security Interest in Trademarks and Patents

Schedule A - Trademarks

Mark	Country	Registration #	Filing Date	Registration Date
LANAIR	U.S.	1253719	January 11, 1982	October 11, 1983

Schedule B – Patents

None

B-1

MAD\2056575.1