TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LaSalle Business Credit, LLC		11/07/2003	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	RJTL, Inc.
Street Address:	874 Walker Road
City:	Dover
State/Country:	DELAWARE
Postal Code:	19904
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1632353	THERMACON

CORRESPONDENCE DATA

Fax Number: (202)842-8465
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: dctrademarks@dbr.com
Correspondent Name: Anthony J. Palumbo
Address Line 1: Drinker Biddle & Reath LLP
Address Line 2: 1500 K Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	035773-134485
NAME OF SUBMITTER:	Anthony J. Palumbo
Signature:	/anthony j. palumbo/
Date:	01/21/2010

OP $40.00 1632353

Total Attachments: 5
source=LaSalle to RJTL#page1.tif
source=LaSalle to RJTL#page2.tif
source=LaSalle to RJTL#page3.tif
source=LaSalle to RJTL#page4.tif
source=LaSalle to RJTL#page5.tif

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment"), dated as of November 7, 2003, 2003, is made by and between LASALLE BUSINESS CREDIT, LLC, a Delaware limited liability company ("Assignor"), and RJTL, Inc., a Delaware corporation ("Assignee"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Loan Agreement (as defined below).

WHEREAS, Assignor and Thermacon Industries Inc., a Delaware corporation ("Thermacon"), are parties to that certain Loan and Security Agreement, dated as of January 29, 2003 (the "Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, Assignor has made loans and advances to Thermacon, the principal amount of which outstanding prior to the draw by LaSalle under the Permanent LC and the Supplementary LC was approximately $5,754,147.80.

WHEREAS, Assignor, Obligors and Assignee are parties to an Assignment and Release Agreement dated as of November 7, 2003; and

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to accept from Assignor, except as otherwise herein provided all of Assignor's right, title, interest in, to and under all amounts outstanding as of the date hereof under the Loan Agreement ("the Loans"), the Loan Agreement, the Other Agreements, the Liabilities and the remaining Collateral, if any (other than the Permanent LC and the Supplementary LC, which have been fully drawn), pursuant to the terms hereof.

NOW, THEREFORE, the parties hereto hereby agree as follows:

Section 1. Assignment. Assignor hereby irrevocably assigns and delegates to Assignee, without recourse to Assignor, and Assignee hereby irrevocably accepts and assumes from Assignor, without recourse to, or representations or warranties of any nature whatsoever by, Assignor, all of Assignor's right, title, interest and obligations in, to and under: (a) the Loan Agreement; (b) the Other Agreements; (c) the Loans; (d) the Liabilities; and (e) the remaining Collateral, if any (other than the Permanent LC and the Supplementary LC, which have been fully drawn).

Section 2. Assignment Hereunder Made Without Recourse. Assignor (a) makes no representation or warranty and assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Loan Agreement or any other instrument, document or agreement executed in connection therewith, including, without limitation, the Other Agreements (collectively the "Ancillary Documents") or (ii) the execution, legality, validity, enforceability, genuiness, sufficiency, assignability or value of the Loan Agreement, the Loans, any Collateral or any of the Ancillary Documents, other than that Assignor is the legal and beneficial owner of the interest being assigned by it hereunder and the interests have not been conveyed, hypothecated or otherwise transferred by Assignor, and the same are being conveyed free and clear of any liens, claims and encumbrances and (b) makes no representation or warranty and assumes no responsibility with respect to the financial condition of Thermacon or any guarantor or the performance or observance by Thermacon or any

EXHIBIT
March 17
5/26/05

TRADEMARK
REEL: 004134 FRAME: 0960

guarantor of any of its respective obligations under the Loan Agreement or any of the *Ancillary* Documents.

Section 3. Representations, Warranties and Covenants of Assignee. Assignee hereby: (a) represents and warrants that it is legally authorized to enter into this Assignment; (b) confirms that it has received a copy of the Loan Agreement and the Other Agreements, together with the copies of the most recent financial statements of the Company, and such other documents and information as it has deemed appropriate to make its own credit analysis; (c) confirms that it has, independently and without reliance upon Assignor or any other Person, and based on such documents and information as it has deemed appropriate, made its own (i) credit analysis with respect to Thermacon and each other Obligor, (ii) analysis of all other circumstances bearing upon the risk of nonpayment of the Loans and Liabilities and (iii) decisions in entering into this Assignment and consummating the transactions contemplated hereby; (c) agrees that it will be bound by the provisions of the Loan Agreement and the Other Agreements and will perform in accordance with its terms all the obligations which by the terms of the Loan Agreement and the Other Agreements are required to be performed by it as delegatee of Assignor's obligations thereunder.

Section 4. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.(A) THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES).

(B) ALL ACTIONS, SUITS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF NEW YORK, STATE OF NEW YORK. ASSIGNEE AND ASSIGNOR EACH HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. ASSIGNEE AND ASSIGNOR EACH HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON IT BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO SUCH PERSON AT THE ADDRESS FOR SUCH PERSON SET FORTH ON THE SIGNATURE PAGE HEREOF AND SERVICE SO MADE SHALL BE COMPLETE THREE (3) DAYS AFTER THE SAME HAS BEEN POSTED. ASSIGNEE AND ASSIGNOR EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST IT IN ACCORDANCE WITH THIS SECTION.

(C) ASSIGNEE AND ASSIGNOR EACH HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT.

Section 5. Merger Clause. This Assignment supersedes all prior agreements and understandings, written and oral, between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter.

Section 6. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original of this Assignment and all of which, when taken together, will be deemed one and the same agreement. Delivery of an executed counterpart of a signature page of this Assignment by telecopy shall be effective as delivery of an original executed counterpart hereof.

Section 7. Acknowledgement and Agreement. By their signatures below, the Obligors acknowledge and agree to the terms of this Assignment.

Title:

Acknowledged and Agreed to by:

THERMACON INDUSTRIES, INC.

By: _____
Name: Alan B. Dinow (a/k/a Alan B. Dinowitz)
Title:

OAK LANE LIMITED

By: _____
Name: Alan B. Dinow (a/k/a/ Alan B. Dinowitz)
Title: President

THERMACON PROPERTIES INC.

By: _____
Name: Alan B. Dinow (a/k/a Alan B. Dinowitz)
Title: President

TRADEMARK
REEL: 004134 FRAME: 0962

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers on as of the date first appearing above.

LASALLE BUSINESS CREDIT, LLC

By:_____
Name:
Title:

RJTL, Inc.

By:_____
Name:
Title: RUTH HINERFELD

Acknowledged and Agreed to by:

THERMACON INDUSTRIES, INC.

By:_____
Name: Alan B. Dinow (a/k/a Alan B. Dinowitz)
Title:

OAK LANE LIMITED

By:_____
Name: Alan B. Dinow (a/k/a/ Alan B. Dinowitz)
Title: President

THERMACON PROPERTIES INC.

By:_____
Name: Alan B. Dinow (a/k/a Alan B. Dinowitz)
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized officers on as of the date first appearing above.

LASALLE BUSINESS CREDIT, LLC

By: Michael F. Alibeatto III
Name: Michael F. Alibeatto III
Title: Vice President

RJTL, Inc.

By:_____
Name:
Title:

Acknowledged and Agreed to by:

THERMACON INDUSTRIES, INC.

By:_____
Name: Alan B. Dinow (a/k/a Alan B. Dinowitz)
Title:

OAK LANE LIMITED

By:_____
Name: Alan B. Dinow (a/k/a/ Alan B. Dinowitz)
Title: President

THERMACON PROPERTIES INC.

By:_____
Name: Alan B. Dinow (a/k/a Alan B. Dinowitz)
Title: President