

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CIT Group/Business Credit, Inc.		02/08/2010	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	EMCON Technologies LLC		
Also Known As:	AKA ET US Holdings LLC		
Street Address:	950 W 450 S		
City:	Columbus		
State/Country:	INDIANA		
Postal Code:	47201		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2809547	AIR2AIR	
CORRESPONDENCE DATA			
Fax Number:	(212)225-3999		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	psen@cgsh.com		
Correspondent Name:	Pia Sen, CGSH LLP		
Address Line 1:	1 Liberty Plaza		
Address Line 2:	Floor 37 N		
Address Line 4:	New York, NEW YORK 10006		
NAME OF SUBMITTER:	Pia Sen		
Signature:	/Pia Sen/		
Date:	02/17/2010		
Total Attachments: 7			

OP \$40.00 2809547

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**RELEASE OF GRANT OF SECURITY INTEREST  
IN TRADEMARKS**

This Release of Grant of Security Interest in Trademarks (this “**Release**”), dated as of February 8, 2010, is made between The CIT Group/Business Credit, Inc. (the “**Agent**”) and EMCON Technologies LLC, a Delaware limited liability company, as a successor-in-interest to ET US Holdings LLC (the “**Debtor**”). Unless otherwise defined herein, terms defined in the Pledge Agreement (defined below) and used herein have the meaning given to them in the Pledge Agreement.

**W I T N E S S E T H:**

WHEREAS, pursuant to the terms of that certain Credit Agreement, dated as of May 25, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among Debtor each of Debtor’s domestic subsidiaries identified on the signature pages thereof, Agent, the lenders party thereto and the other parties thereto had agreed to extend credit and make certain financial accommodations to Debtor;

WHEREAS, pursuant to that certain Pledge and Security Agreement, dated May 25, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time) (the “**Pledge Agreement**”), between Debtor and Agent, Debtor had granted to Agent a security interest and continuing lien on all of Debtor’s right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), in each case whether then owned or existing or thereafter acquired or arising and wherever located to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Pledge Agreement) including the obligations of Debtor under the Credit Agreement; and

WHEREAS, pursuant to the Credit Agreement, Debtor was required to execute and deliver the Trademark Security Agreement, dated May 25, 2007 (the “**Trademark Security Agreement**”, together with the Pledge Agreement, the “**Security Agreement**”).

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on May 31, 2007 at Reel/Frame 3552/0001.

WHEREAS, to induce the Lenders (as defined in the Credit Agreement), the Issuing Bank (as defined in the Credit agreement), and Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to Debtor thereunder, Debtor granted to Agent a security interest and continuing lien on all of Debtor’s right, title and interest in, to and under the following Collateral of Debtor, in each case whether owned or existing or thereafter acquired or arising and wherever located (collectively, the “**Trademark Collateral**”), provided that applications filed in the U.S. Patent and Trademark Office to register trademarks or service marks on the basis of Debtor’s “intent to use” such marks were not deemed Trademark Collateral unless and until the filing of a “Statement of Use” or “Amendment to Allege Use” had been filed and accepted in the United States Patent and

Trademark Office, whereupon such applications were automatically subject to the lien granted therein and deemed included in the Collateral.

WHEREAS, Debtor has satisfied all of the obligations contained in the Security Agreement and Agent agrees to release and discharge all security interests granted to it and its assigns in connection with the Collateral, including, without limitation, the Trademarks set forth in the Security Agreement and/or on Schedule I hereto; and

WHEREAS, in order to further evidence the above referenced release, Agent and Debtor agree to enter into this Release to provide Debtor and his assigns and successors with an agreement that may be filed with the United States Patent and Trademark Office and other applicable foreign and domestic intellectual property offices.

NOW THEREFORE, in consideration of the premises, the parties to this Release, intending to be legally bound, agree as follows:

1. Agent hereby absolutely, unconditionally and irrevocably releases and forever discharges any security interest and continuing lien on any of Agent's right, title and interest in, to and under the following Trademark Collateral, including, without limitation, the Trademarks set forth in the Security Agreement and/or on Schedule I attached hereto:

(i) all of the Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business associated with, and symbolized by, each such Trademark; and

(iii) all payments, income, royalties, all rights to payments, income and royalties, arising out of the sale, lease, license, assignment or other disposition thereof, and all proceeds at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. The parties hereto authorize and request the Director of Patents and Trademarks of the United States of America and the director or other appropriate official of any applicable governmental authority in any jurisdiction to record this Release against the Trademarks set forth in the Security Agreement and/or on Schedule I attached hereto. Agent agrees to perform all further acts and execute and deliver all further documents and/or instruments that may be necessary or advisable to carry out the provisions of this Release.

3. Agent hereby represents and warrants that it has full authority to execute and deliver this Release and it has made no filings with any governmental authority with respect to any of the Trademarks in which Debtor granted a security interest other than the filing of the

Trademark Security Agreement in the United States Patent and Trademark Office and the filing of a financing statement under the Delaware Uniform Commercial Code in the State of Delaware.

4. This Release and the rights and obligations of the parties hereto shall be governed by, and construed in accordance with the laws of the State of New York, but giving effect to federal laws application to national banks.
5. This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.
6. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.
7. This Release may be executed in any number of separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

**[Remainder of Page Intentionally Blank]**

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by their duly authorized officers as of the date first set forth above..

EMCON Technologies LLC

By: [Signature]  
Title: President

The CIT Group/Business Credit, Inc.

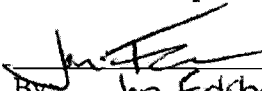
By: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Release to be duly executed and delivered by their duly authorized officers as of the date first set forth above..

**EMCON Technologies LLC**

**The CIT Group/Business Credit, Inc.**

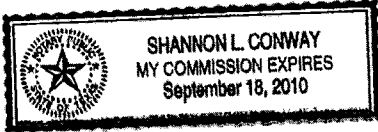
By: \_\_\_\_\_  
Title: \_\_\_\_\_

By:  \_\_\_\_\_  
Title: Vice President

STATE OF TEXAS  
DALLAS COUNTY.

February 5, 2010

Personally appeared the above named Jon Eckhouse, in  
his/her capacity as Vice President of The CIT Group/Business Credit, Inc.,  
thereunto duly authorized, and acknowledged the foregoing instrument to be his/her free act and  
deed in said capacity and the free act and deed of The CIT Group/Business Credit, Inc.



Before me,

Shannon Conway

Notary Public/ Attorney at Law

Shannon Conway  
Printed Name



**SCHEDULE I**

**TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Jurisdiction</b>
<b>AIR2AIR</b>	2809547	United States
<b>AIR2AIR</b>	711985	Mexico
<b>AIR2AIR</b>	2281749	Community Trademark