TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IDQ Operating, Inc.		06/18/2010	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	GMAC Commercial Finance LLC
Street Address:	500 West Madison Street
Internal Address:	Suite 3130
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3221087	QUEST Q
Registration Number:	3105016	ARCTIC FREEZE
Registration Number:	3080757	BIG CHILL
Registration Number:	3277334	CERTIFIED A/C PRO
Registration Number:	3207645	COOL DOWN
Registration Number:	3212445	COOL ZONE
Registration Number:	2752800	DIRECT CHARGE
Registration Number:	2761612	E-Z CHARGE
Registration Number:	2929481	EZ CHILL
Registration Number:	3099680	EZGAUGE
Serial Number:	77182930	1ST CHARGE
Registration Number:	3106850	GLACIER ICE
Serial Number:	77923445	HIGH MILEAGE

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Serial Number:	77923633	HIGH MILEAGE
Registration Number:	2816592	HIGH MILEAGE 5000001
Registration Number:	1115872	ID
Serial Number:	77859189	IDQ
Serial Number:	77859168	IDQ
Registration Number:	2830634	INFLATE 'N SEAL
Registration Number:	1857416	INTERDYNAMICS
Registration Number:	3149887	MACH SPEED
Registration Number:	2606484	MAXI COOL
Registration Number:	2868092	MEASURE & CHARGE
Registration Number:	3205219	POLAR AIR
Registration Number:	2637611	REFILL & TREATMENT
Serial Number:	77849762	SONIC BLAST
Registration Number:	3115139	TYPHOONMAX
Registration Number:	3038203	XYCLEEN
Registration Number:	2803871	QUEST Q
Registration Number:	3203601	QUICK COOL
Registration Number:	3203600	R-134A PLUS
Registration Number:	3297283	SUB-ZERO
Registration Number:	3210416	SUPER SEAL
Registration Number:	3207646	TOTAL TREATMENT

CORRESPONDENCE DATA

Fax Number: (312)609-5005

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

Phone: (312) 609-7838

Email: podonoghue@vedderprice.com

Correspondent Name: Patricia O'Donoghue, Vedder Price P.C.

Address Line 1: 222 North LaSalle Street

Address Line 2: Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	31656.00.0049-D. MANGAN
NAME OF SUBMITTER:	Patricia O'Donoghue
Signature:	/Patricia O'Donoghue/
Date:	08/10/2010

Total Attachments: 10
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Execution Copy

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 18, 2010 is made by IDQ OPERATING, INC., a New York corporation (the "Grantor"), located at 560 White Plains Road, Sixth Floor, Tarrytown, NY 10591 in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company, located at 500 West Madison Street, Suite 3130, Chicago, Illinois 60661, in its capacity as agent ("Agent") for itself and the other financial institutions (the "Lenders") from time to time party to the Loan Agreement (as defined herein).

W I T N E S S E T H:

WHEREAS, Grantor, certain of Grantor's affiliates (together with Grantor, collectively "Borrower"), Agent and the Lenders have entered into that certain Loan and Security Agreement of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Agent and the Lenders have, subject to certain conditions precedent, agreed to make Loans (as defined in the Loan Agreement) to Borrower; and

WHEREAS, Agent and the Lenders have required as a condition, among others, to the making of the Loans, in order to secure the payment and performance of Borrower's Obligations (as defined in the Loan Agreement), that Grantor execute and deliver this Agreement to Agent, for its benefit and the benefit of the Lenders.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agrees as follows:

1. Defined Terms.

   (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.

   (ii) References to "Sections", and "Schedules" shall be to Sections, and Schedules, respectively, of this Agreement unless otherwise specifically provided. In this Agreement, the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or".

   (iii) Any of the terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference.

TRADEMARK

2. Security Interest in Trademarks. To secure the payment and performance of the Obligations, including all renewals, extensions, restructurings and refinancings of any or all of the Obligations, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, a continuing security interest in, lien and mortgage in and to and right of setoff against all of Grantor's now owned or existing and filed and hereafter acquired or arising and filed (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade names, trade dress, service marks, logos, other business identifiers, all registrations and recordings thereof, and all applications in connection therewith including, without limitation, the U.S. registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A attached hereto, (b) all renewals thereof, (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing, including damages and payments for past, present and future infringements of any of the foregoing, (d) the right to sue for past, present and future infringements of any of the foregoing, (e) all rights corresponding to any of the foregoing throughout the world, and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, the "Trademarks"); provided that the foregoing shall not include any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d).

3. Incorporation of Loan Agreement. The terms and conditions of the Loan Agreement are hereby incorporated into this Agreement by this reference. To the extent of any conflict between the terms and conditions of this Agreement and of the Loan Agreement, the terms and conditions of the Loan Agreement shall govern. For the avoidance of doubt, Grantor shall not have any obligations or liabilities of any nature whatsoever under or in respect of the Loan Documents (as defined in the Loan Agreement) prior to the consummation of the Acquisition (as defined in the Loan Agreement).

4. Nature and Continuation of Agent's and Lenders' Security Interest. This Agreement is made for collateral security purposes only.

5. Authority of Agent. Grantor hereby acknowledges that the rights and responsibilities of Agent under this Agreement with respect to any action taken by Agent or the exercise or non-exercise by Agent of any right or remedy provided for herein or resulting or arising out of this Agreement, shall be governed by the Loan Agreement.

6. Severability. The invalidity, illegality or unenforceability in any jurisdiction of any provision in or obligation under this Agreement or the other Loan Documents shall not affect or impair the validity, legality or enforceability of the remaining provisions or obligations under this Agreement, or the other Loan Documents.

7. Modification. This Agreement cannot be altered, amended or modified in any way, except by a writing signed by all the parties hereto.

8. Binding Effect; Benefits. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Grantor may not assign its rights or obligations hereunder without the written consent of Lenders.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the applicable laws set forth in the Loan Agreement.

10. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

11. Section Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose or be given any substantive effect.

12. Execution in Counterparts. This Agreement and any amendments, waivers, consents, or supplements may be executed via telecopier or facsimile transmission in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute one and the same instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto..

13. Right to Record Security Interest. Agent, on behalf of itself and the Lenders, shall have the right, but not the obligation, at the expense of Grantor, to record this Agreement in the United States Patent and Trademark Office, and Agent shall advise Grantor of such recordings. Upon satisfaction in full of the Obligations and termination of the Loan Agreement in accordance with its terms, Grantor shall have the right to effect the recording of such satisfaction or termination at the expense of Grantor, in the United States Patent and Trademark Office. Agent and Grantor shall promptly cooperate to effect all such recordings hereunder.

(Signature pages follow.)

Signature Page to Trademark Security Agreement

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the day and year first above written.

GRANTOR:

IDQ OPERATING, INC., a New York corporation

By: Gerard Rooney

Gerard Rooney
Chief Financial Officer

intending and confirming by this signature to join this Agreement as "Grantor" immediately upon the consummation of the Acquisition (as defined in the Loan Agreement)

AGENT:

GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company

By: _____
Joel Richards
Managing Director

TRADEMARK

SCHEDULE A

to Trademark Security Agreement

TRADEMARKS

TRADEMARK & REG. NO.	CLASS	COUNTRY	APPLICATION NO.	ASSIGNEE / OWNER
QUEST Q AND DESIGN® 3,221,087	001	US	76/646,511	IDQ Operating, Inc.
ARTIC FREEZE® 3,105,016	001	US	78/453,227	IDQ Operating, Inc.
® (Stylized, word only) 3,080,757	001	US	78/484,298	IDQ Operating, Inc.
CERTIFIED AC/PRO® 3,277,334	001	US	78/710,836	IDQ Operating, Inc.
COOL DOWN® 3,207,645	001	US	78/694,841	IDQ Operating, Inc.
COOL ZONE® 3,212,445	001	US	78/694,857	IDQ Operating, Inc.
DIRECT CHARGE® 2,752,800	001	US	76/475,585	IDQ Operating, Inc.
E-Z CHARGE® 2,761,612	001	US	76/475,815	IDQ Operating, Inc.
EZ CHILL® 2,929,481	001	US	76/545,822	IDQ Operating, Inc.
EZGAUGE® 3,099,680	009.	US	76/584,219	IDQ Operating, Inc.
FIRST CHARGE (pending)	001	US	77/182,930	IDQ Operating, Inc.

TRADEMARK & REG. NO.	CLASS	COUNTRY	APPLICATION NO.	ASSIGNEE / OWNER
GLACIER ICE® 3,106,850	001	US	78/670,428	IDQ Operating, Inc.
HIGH MILEAGE®	001	US	77/923,445	IDQ Operating, Inc.
HIGH MILEAGE®	001	US	77/923,633	IDQ Operating, Inc.
HIGH MILEAGE 50000 ® 2,816,592	001	US	76/493,961	IDQ Operating, Inc.*
id ® 1,115,872	001, 007, 012, 017	US	73/151,307	IDQ Operating, Inc.
IDQ (pending)	001	US	77/859,189	IDQ Operating, Inc.
IDQ (pending)	011	US	77/859,168	IDQ Operating, Inc.
INFLATE 'N SEAL® 2,830,634	007	US	76/439,878	IDQ Operating, Inc.*
INTERDYNAMICS® 1,857,416	001, 007, 009, 012, 017	US	74/405,151	IDQ Operating, Inc.
MACH SPEED® (words only) 3,149,887	007	US	78/560,508	IDQ Operating, Inc.

* The Company has determined not to expend further efforts for such registrations/applications, and thus such registrations/applications either have been abandoned or will become abandoned in due course.

TRADEMARK & REG. NO.	CLASS	COUNTRY	APPLICATION NO.	ASSIGNEE / OWNER
MAXI COOL® 2,606,484	001	US	75/936,801	IDQ Operating, Inc.
MEASURE & CHARGE® 2,868,092	001	US	76/497,722	IDQ Operating, Inc.*
POLAR AIR® 3,205,219	001	US	78/694,854	IDQ Operating, Inc.
REFILL & TREATMENT® 2,637,611	001	US	76/093,423	IDQ Operating, Inc.
SONIC BLAST (pending)	009	US	77/849,762	IDQ Operating, Inc.
TYPHOONMAX® 3,115,139	007	US	78/465,435	IDQ Operating, Inc.
XYCLEEN® 3,038,203	001	US	76/549,285	IDQ Operating, Inc.
QUEST Q AND DESIGN® 2,803,871	001	US	75/592,489	IDQ Operating, Inc.*
QUICK COOL® 3,203,601	001	US	78/694,839	IDQ Operating, Inc.
R-134a PLUS® 3,203,600	001	US	78/694,835	IDQ Operating, Inc.
SUB-ZERO® 3,297,283	001	US	78/694,831	IDQ Operating, Inc.*
SUPER SEAL® 3,210,416	001	US	78/694,825	IDQ Operating, Inc.

* The Company has determined not to expend further efforts for such registrations/applications, and thus such registrations/applications either have been abandoned or will become abandoned in due course.

TRADEMARK & REG. NO.	CLASS	COUNTRY	APPLICATION NO.	ASSIGNEE / OWNER
TOTAL TREATMENT® 3,207,646	001	US	78/694,848	IDQ Operating, Inc.