

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Amended and Restated Grant of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lanair Products, LLC		11/12/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Aldine SBIC Fund, L.P.		
Composed Of:	COMPOSED OF Aldine SBIC Partners, LLC, its general partner, and Aldine Capital Partners, Inc., its manager		
Street Address:	30 West Monroe Street, Suite 1310		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1253719	LANAIR	
CORRESPONDENCE DATA			
Fax Number:	(312)862-2200		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	10445-1 RMP		
NAME OF SUBMITTER:	Renee M. Prescan		

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**TRADEMARK
 REEL: 004415 FRAME: 0001**

Signature:	/Renee M. Prescan/
Date:	11/16/2010
Total Attachments: 9 source=Lanair-CleanBurn-Aldine IP Security Interest#page1.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page2.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page3.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page4.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page5.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page6.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page7.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page8.tif source=Lanair-CleanBurn-Aldine IP Security Interest#page9.tif	

AMENDED AND RESTATED
GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, LANAIR PRODUCTS, LLC, a Delaware limited liability company ("**Lanair 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;

WHEREAS, CB ACQUISITION, LLC, a Delaware limited liability company to be renamed Clean Burn LLC ("**CB Grantor**" and, together with Lanair Grantor, the "**Grantors**") 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 C and Schedule D attached hereto;

WHEREAS Lanair Grantor and ALDINE SBIC FUND, L.P., a Delaware limited partnership, are party to (i) that certain Senior Secured Subordinated Loan Agreement, dated as of October 6, 2009, between the Grantor, Lanair Holdings, LLC, a Delaware limited liability company ("**Holdings**"), and the Grantee (as amended, supplemented and otherwise modified from time to time, the "**Subordinated Loan Agreement**"), and (ii) that certain Grant of Security Interest in Trademarks and Patents, effective as of the effective date of the Subordinated Loan Agreement (the "**Prior Grant**");

WHEREAS, Lanair Grantor and the other parties thereto intend amend and restate the Subordinated Loan Agreement, such that (among other matters) ALDINE SBIC FUND, L.P., a Delaware limited partnership, in its capacity as collateral agent (in such capacity, "**Grantee**"), CFB Venture Fund, L.P. - Series V, a Delaware limited partnership, and CB Grantor are parties thereto (the "**Restatement**");

WHEREAS, Grantee desires to acquire a security interest in, and lien on, all of Grantors' right, title and interest in and to Grantors' trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantors are 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 Subordinated Loan Agreement, the Grantors hereby grant to the Grantee a security interest in, and a lien upon, all of Grantors' 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 or Schedule C attached hereto, (ii) the patents and patent applications (the "**Patents**") set forth on Schedule B or Schedule D attached hereto, in each case together with (iii) all proceeds 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 and liabilities of the Grantor under the Subordinated Loan Agreement and shall be effective as of the effective date of the Restatement.

This GRANT OF SECURITY INTEREST has been granted in conjunction with the security interest granted to Grantee under the Security Agreement, amended as of the effective date of the restatement, among Lanair Holdings, LLC, a Delaware limited liability company, the Grantors, Grantee and the other parties named therein (as amended, supplemented and otherwise modified from time to time, the “**Security 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 Security Agreement and the Subordinated Loan 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 Security Agreement, the provisions of the Security Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this GRANT OF SECURITY INTEREST as of the 12 day of November, 2010.

GRANTORS:

LANAIR PRODUCTS, LLC

By: *Bryan A. Brandt*
Printed Name: Bryan A. Brandt
Title: CEO

CB ACQUISITION, LLC

By: *Bryan A. Brandt*
Printed Name: Bryan A. Brandt
Title: CEO

GRANTEE:

ALDINE SBIC FUND, L.P.

as collateral agent

By: ALDINE SBIC PARTNERS, LLC
Its: General Partner

By: ALDINE CAPITAL PARTNERS, INC.
Its: Manager

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Acknowledged and Agreed:

ALDINE SBIC FUND, L.P.

By: ALDINE SBIC PARTNERS, LLC
Its: General Partner

By: ALDINE CAPITAL PARTNERS, INC.
Its: Manager

By: _____
Printed Name: _____
Title: _____

CFB VENTURE FUND L.P. – SERIES V

By: CFB Partners, LLC – SERIES V
Its: General Partner

By: _____
Printed Name: Hollis A. Huels
Title: Member

IN WITNESS WHEREOF, the undersigned have executed this GRANT OF SECURITY INTEREST as of the 12th day of November, 2010.

GRANTORS:

LANAIR PRODUCTS, LLC

By: _____
Printed Name: _____
Title: _____

CB ACQUISITION, LLC


By: _____
Printed Name: _____
Title: _____

GRANTEE:

ALDINE SBIC FUND, L.P.
as collateral agent

By: ALDINE SBIC PARTNERS, LLC
Its: General Partner

By: ALDINE CAPITAL PARTNERS, INC.
Its: Manager


By: 
Printed Name: Nancy Bean
Title: VP

Acknowledged and Agreed:

ALDINE SBIC FUND, L.P.

By: ALDINE SBIC PARTNERS, LLC
Its: General Partner

By: ALDINE CAPITAL PARTNERS, INC.
Its: Manager

By: 
Printed Name: Nancy Bean
Title: VP

CFB VENTURE FUND L.P. - SERIES V

By: CFB Partners, LLC - SERIES V
Its: General Partner

By: _____
Printed Name: Hollis A. Huels
Title: Member

IN WITNESS WHEREOF, the undersigned have executed this GRANT OF SECURITY INTEREST as of the 12th day of November, 2010.

GRANTORS:

LANAIR PRODUCTS, LLC

By: _____
Printed Name: _____
Title: _____

CB ACQUISITION, LLC

By: _____
Printed Name: _____
Title: _____

GRANTEE:

ALDINE SBIC FUND, L.P.
as collateral agent

By: ALDINE SBIC PARTNERS, LLC
Its: General Partner

By: ALDINE CAPITAL PARTNERS, INC.
Its: Manager

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Acknowledged and Agreed:


ALDINE SBIC FUND, L.P.

By: ALDINE SBIC PARTNERS, LLC
Its: General Partner

By: ALDINE CAPITAL PARTNERS, INC.
Its: Manager

CFB VENTURE FUND L.P. – SERIES V

By: CFB Partners, LLC – SERIES V
Its: General Partner

By: 
Printed Name: Hollis A. Huels
Title: Member

By: _____
Printed Name: _____
Title: _____

Schedule A - Trademarks

Mark	Country	Reg. No.	Filing Date	Reg. Date
LANAIR	U.S.	1253719	January 11, 1982	October 11, 1983
LANAIR	Australia	798270	June 25, 1999	June 25, 1999
LANAIR	Russia	262121	May 17, 2002	

Schedule B – Patents

None.

Schedule C - Trademarks

Mark	Country	Reg. No.	Filing Date	Reg. Date
Clean Burn Logo (old version) (black and white)	U.S.	2665643	May 29, 2001	December 24, 2002
Clean Burn (word mark)	U.S.	2715083	May 29, 2001	May 13, 2003
Clean Burn Logo (new version) (color)	U.S.	3539746	February 7, 2008	December 2, 2008
Clean Burn Logo (new version) (black and white)	U.S.	3542895	February 7, 2008	December 9, 2008

Schedule D – Patents

Patent No.	Title	Country	Issue Date	Expiration
5,408,941	Multi-Oil Furnace Service Doors	United States	April 25, 1995	4/14/2014
5,409,373	Burner Housing for Multi-Oil Furnaces	United States	April 25, 1995	4/14/2014
5,531,212	Multi-Oil Furnace	United States	July 2, 1996	4/14/2014
6,048,197	Air Flow Control Head for Multi-Oil Furnaces	United States	April 11, 2000	6/24/2018
6,085,701	Coil Tube Heater for a Used-Oil Fired Furnace	United States	July 11, 2000	4/12/2019
6,694,968	Linear Multi-Oil Furnace and Heat Exchanger	United States	February 24, 2004	11/27/2022
Application: 12/347,921 Filed: 12/31/2008	Supplemental Transport Heater for Tanker Trailers (Application)	United States		