

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | | | | |
|---|--|----------------|--|------------------------|------------------------------|--------------|---------|-----------------------|-------------------------------------|-----------------------|----------------|---------------------|---|----------------|----------|---------|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">Name</th> <th style="width:30%;">Formerly</th> <th style="width:15%;">Execution Date</th> <th style="width:25%;">Entity Type</th> </tr> </thead> <tbody> <tr> <td>Rexair LLC</td> <td></td> <td>12/30/2010</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>Rexair Holdings, Inc.</td> <td></td> <td>12/30/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table> | | Name | Formerly | Execution Date | Entity Type | Rexair LLC | | 12/30/2010 | LIMITED LIABILITY COMPANY: DELAWARE | Rexair Holdings, Inc. | | 12/30/2010 | CORPORATION: DELAWARE | | | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | | | | |
| Rexair LLC | | 12/30/2010 | LIMITED LIABILITY COMPANY: DELAWARE | | | | | | | | | | | | | |
| Rexair Holdings, Inc. | | 12/30/2010 | CORPORATION: DELAWARE | | | | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:20%;">Name:</td> <td>JPMorgan Chase Bank, N.A., as Administrative Agent</td> </tr> <tr> <td>Street Address:</td> <td>10 South Dearborn, 7th Floor</td> </tr> <tr> <td>City:</td> <td>Chicago</td> </tr> <tr> <td>State/Country:</td> <td>ILLINOIS</td> </tr> <tr> <td>Postal Code:</td> <td>60603</td> </tr> <tr> <td>Entity Type:</td> <td>National Banking Association: UNITED STATES</td> </tr> </table> | | Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | Street Address: | 10 South Dearborn, 7th Floor | City: | Chicago | State/Country: | ILLINOIS | Postal Code: | 60603 | Entity Type: | National Banking Association: UNITED STATES | | | |
| Name: | JPMorgan Chase Bank, N.A., as Administrative Agent | | | | | | | | | | | | | | | |
| Street Address: | 10 South Dearborn, 7th Floor | | | | | | | | | | | | | | | |
| City: | Chicago | | | | | | | | | | | | | | | |
| State/Country: | ILLINOIS | | | | | | | | | | | | | | | |
| Postal Code: | 60603 | | | | | | | | | | | | | | | |
| Entity Type: | National Banking Association: UNITED STATES | | | | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 4 | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:20%;">Property Type</th> <th style="width:15%;">Number</th> <th style="width:65%;">Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>77961630</td> <td>R</td> </tr> <tr> <td>Serial Number:</td> <td>77961599</td> <td>RAINBOW</td> </tr> <tr> <td>Serial Number:</td> <td>77961618</td> <td>RAINBOW</td> </tr> <tr> <td>Serial Number:</td> <td>85045249</td> <td>RAINJET</td> </tr> </tbody> </table> | | Property Type | Number | Word Mark | Serial Number: | 77961630 | R | Serial Number: | 77961599 | RAINBOW | Serial Number: | 77961618 | RAINBOW | Serial Number: | 85045249 | RAINJET |
| Property Type | Number | Word Mark | | | | | | | | | | | | | | |
| Serial Number: | 77961630 | R | | | | | | | | | | | | | | |
| Serial Number: | 77961599 | RAINBOW | | | | | | | | | | | | | | |
| Serial Number: | 77961618 | RAINBOW | | | | | | | | | | | | | | |
| Serial Number: | 85045249 | RAINJET | | | | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | | | | |
| <p>Fax Number: (734)623-1625 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: (734) 623-1678 Email: nhudge@dickinsonwright.com Correspondent Name: Nora Hudge, Paralegal Address Line 1: Dickinson Wright, PLLC Address Line 2: 301 East Liberty, Suite 500 Address Line 4: Ann Arbor, MICHIGAN 48104</p> | | | | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 7-4231 | | | | | | | | | | | | | | | |

OP \$115.00 77961630

900181336

**TRADEMARK
 REEL: 004453 FRAME: 0248**

| | |
|---|-----------------------|
| NAME OF SUBMITTER: | Nora Hudge, Paralegal |
| Signature: | /Nora Hudge/ |
| Date: | 01/14/2011 |
| Total Attachments: 7 source=JPMorgan-Rexair (New) Security Agreement 12.30.2010#page1.tif source=JPMorgan-Rexair (New) Security Agreement 12.30.2010#page2.tif source=JPMorgan-Rexair (New) Security Agreement 12.30.2010#page3.tif source=JPMorgan-Rexair (New) Security Agreement 12.30.2010#page4.tif source=JPMorgan-Rexair (New) Security Agreement 12.30.2010#page5.tif source=JPMorgan-Rexair (New) Security Agreement 12.30.2010#page6.tif source=JPMorgan-Rexair (New) Security Agreement 12.30.2010#page7.tif | |

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of December 30, 2010 by Rexair LLC, a Delaware limited liability company (the "Borrower"), and Rexair Holdings, Inc., a Delaware corporation (the "Guarantor", and together with the Borrower, each a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Administrative Agent (as defined below) under the Credit Agreement referred to below.

Recitals

A. The Borrower, the lenders party thereto and JPMorgan Chase Bank, N.A., as administrative agent, executed a Credit Agreement dated as of December 22, 2009 (the "2009 Credit Agreement"). Pursuant to an Amended and Restated Credit Agreement dated as of November 19, 2010 (as amended, modified, restated or refinanced from time to time, the "Credit Agreement"), among the Borrower, the lenders party thereto from time to time (the "Lenders"), and JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders, the Borrowers and the Administrative Agent will be amending and restating the 2009 Credit Agreement.

B. In connection with the Credit Agreement, the Grantors and the Administrative Agent entered into a Consent and Amendment of Collateral Documents dated as of November 19, 2010 (the "Consent and Amendment"), pursuant to which, among other things, the Loan Parties (as defined in the Consent and Amendment) and the Administrative Agent confirmed and amended certain Existing Collateral Agreements (as defined in the Consent and Amendment), including without limitation that certain Pledge and Security Agreement dated as of December 22, 2009 (the "Security Agreement", and together with the Consent and Amendment, the "Collateral Agreement"), by and among the Grantors and the Administrative Agent, relating to the collateral granted by the Grantors to the Secured Parties.

C. Pursuant to the terms of the Collateral Agreement, the Grantors pledged, assigned and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a first-priority security interest in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), and Trademarks (as defined in the Security Agreement), to secure the prompt and complete payment and performance of the Secured Obligations under the Credit Agreement.

D. The Administrative Agent caused the recording before the United States Patents and Trademarks Office ("USPTO") of the security interests that it holds for the benefit of the Secured Parties in the Patents and Trademarks identified on Exhibit D of the Security Agreement, which has been replaced and restated in its entirety pursuant to the Consent and Amendment. The Grantors are executing and delivering this Agreement to the Administrative Agent to facilitate the recording with the USPTO of the security interests that it holds for the benefit of the Lenders in the Patents and Trademarks that have been newly added to the restated Exhibit D pursuant to the Consent and Amendment.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantors hereby grant to the Administrative Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors:

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application in the United States referred to in Schedule 1 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; and
- (2) each patent and patent application, including without limitation, each patent and patent application in the United States referred to in Schedule 2 attached hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith.

The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks and the Patents made and granted hereby are more fully set forth in the Credit Agreement and the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

REXAIR LLC

By: Kevin L. Verhelle
Name: Kevin L. Verhelle
Title: VP-CFO

REXAIR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

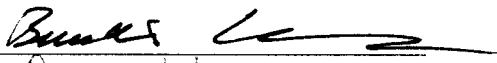
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

REXAIR LLC

By: _____
Name: _____
Title: _____

REXAIR HOLDINGS, INC.

By: 
Name: BRANDON LOGAN
Title: AUTHORIZED SIGNATORY

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.

REXAIR LLC

By: _____
Name: _____
Title: _____

REXAIR HOLDINGS, INC.

By: _____
Name: _____
Title: _____

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: William C. Goodhue
Name: William C. Goodhue
Title: Senior Vice President

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 004453 FRAME: 0254

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Trademarks and Trademark Applications

| Trademark | Trademark Application Number | Trademark Filing Date | Trademark Registration Number | Date of Registration |
|---|-------------------------------------|------------------------------|--------------------------------------|--|
| R & DESIGN (SWIRL) (Class 21) | 77/961,630 | 03/17/2010 | N/A | Allowed but registration number not issued |
| RAINBOW (Class 21) | 77/961,599 | 03/17/2010 | N/A | Allowed but registration number not issued |
| RAINBOW (STYLIZED I DROP) (Class 21) | 77/961,618 | 03/17/2010 | N/A | Allowed but registration number not issued |
| RAINJET (Class 7) | 85/045,249 | 05/21/2010 | N/A | Pending |

Classifications:

Class 7 – Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); agricultural implements other than hand-operated: incubators for eggs.

Class 21 – (Housewares and glass) Household or kitchen utensils and containers (not of precious metal or coated therewith); combs and sponges; brushes (except paint brushes); brush-making materials; articles for cleaning purposes; steel wool; un-worked or semi-worked glass (except glass used in building); glassware, porcelain and earthenware not included in other classes.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

U.S. Patents and Patent Applications

| U.S. Patent Number/Patent Application Number | Patent Title | Filing Date & Status |
|---|--------------------------|---------------------------------|
| PCT/US10/25356 | CLEANING SYSTEM | 02/25/2010; Pending |
| PCT/US10/25141 | WATER BASIN ILLUMINATION | 02/24/2010; Pending |

DETROIT 7-4231 1184065