

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		06/07/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Studor, Incorporated
Street Address:	2030 Main Street
City:	Dunedin
State/Country:	FLORIDA
Postal Code:	34698
Entity Type:	CORPORATION: FLORIDA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1577642	DON'T GO THROUGH THE ROOF!
Registration Number:	1588348	MAXI-VENT
Registration Number:	1592578	MINI-VENT
Registration Number:	1603597	STUDOR
Registration Number:	2255285	STUDOR INVENTIVE TECHNOLOGY INC
Registration Number:	3042317	STUDOR ENGINEERED PRODUCTS
Registration Number:	3398874	ULTRA-VENT

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: mmcguire@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
 Address Line 1: Four Times Square
 Address Line 2: Attn: Elaine D. Ziff, Esq.

900197458

**TRADEMARK
 REEL: 004586 FRAME: 0565**

CH \$190.00 1577642

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 694040/1

NAME OF SUBMITTER: elaine d. ziff

Signature: /eziff/

Date: 07/19/2011

Total Attachments: 6

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EXECUTION VERSION

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of June 7, 2011 (this "Release"), is entered into by and between STUDOR, INCORPORATED, a Florida corporation (the "Grantor"), and MORGAN STANLEY SENIOR FUNDING, INC. ("Morgan Stanley"), a Delaware corporation, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties (as defined in the Credit Agreement (defined below)). Unless otherwise defined, capitalized terms used herein have the meanings provided in the Credit Agreement, the Security Agreement, and/or the Trademark Security Agreement.

WITNESSETH

WHEREAS, pursuant to the Credit Agreement, dated as of July 13, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, the Administrative Agent, and other parties thereto, the Lenders party thereto agreed to extend Commitments to make Credit Extensions to the Grantor;

WHEREAS, in connection with the Credit Agreement, the Grantor entered into the Pledge and Security Agreement, dated as of July 13, 2006 (as amended or otherwise modified from time to time, the "Security Agreement"), granting to the Administrative Agent for the benefit of the Secured Parties a security interest in certain Collateral (as defined in the Security Agreement) including all right and interest in and to the Trademark Collateral, including the Subject Trademarks (as defined below);

WHEREAS, in connection with the Credit Agreement and clause (e) of Section 4.5 of the Security Agreement, the Grantor executed a Trademark Security Agreement (the "Trademark Security Agreement"), dated as of July 13, 2006, to grant the Administrative Agent a continuing security interest in all of Grantor's right to the Trademark Collateral, including the Subject Trademarks;

WHEREAS the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on July 19, 2006 at Reel/Frame 3351/0094;

WHEREAS, pursuant to a North American Product Distribution Agreement, dated as of March 31, 1998 (the "Distribution Agreement"), Studor Trading Limited, a Gibraltar company ("STL"), granted to the Grantor the exclusive right to sell and distribute certain products manufactured by or for STL in the United States, including the right to use the Subject Trademarks (as defined below) in connection with the sale and distribution of such products;

WHEREAS, STL never transferred ownership or control of the Subject Trademarks to the Grantor and the Grantor has no interest in the Subject Trademarks other than pursuant to the Distribution Agreement;

WHEREAS, the Grantor erroneously designated the Subject Trademarks as (i) Collateral under the Security Agreement and (ii) Trademark Collateral under the Trademark Security Agreement, even though it did not have the right to do so; and

WHEREAS, to correct the erroneous grant of a security interest in the Subject Trademarks, Administrative Agent has agreed to release its security interest in the Subject Trademarks.

NOW, THEREFORE, in consideration for the promises herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees to and acknowledges the following:

1. Certain Terms. The following terms (whether or not underscored) when used in this Release, including its preamble and recitals, shall have the following meanings (such definitions to be equally applicable to the singular and plural forms thereof).

“Collateral” has the meaning given to it in the Security Agreement.

“Credit Agreement” is defined in the first recital.

“Distribution Agreement” is defined in the third recital.

“Security Agreement” is defined in the second recital.

“Subject Trademarks” means the trademarks that are owned by STL and described on Schedule A attached hereto.

“Trademark Collateral” has the meaning given to it in the Trademark Security Agreement.

2. Release of Subject Trademarks. Subject to the terms hereof, the Administrative Agent hereby (a) terminates, waives and releases any security interest it has or may have in the Subject Trademarks pursuant to the Security Agreement and/or the Trademark Security Agreement, and (b) agrees to prepare and deliver to the Grantor a UCC-3 termination statement or equivalent and take any other action as reasonably necessary and as the Grantor shall reasonably request, at the Grantor's sole expense, to further evidence such release.

3. Affirmation. By its signature below, the Grantor hereby affirms that, except to the extent expressly provided in this Release, the Security Agreement and the security interest in the Collateral created pursuant thereto remain in full force and effect and nothing contained in this Release shall be construed as a waiver or amendment of any provision of the Security Agreement or the release of any such security interest, other than as expressly provided herein.

4. Officer's Certificate. As a condition precedent to the effectiveness of this Release, the Administrative Agent shall have received a certificate, duly executed and delivered by an officer of the Grantor certifying that: (a) the Distribution Agreement, a copy of which has been delivered to the Administrative Agent, was in full force and effect when the Grantor executed and delivered the Credit Agreement and Security Agreement, and (b) except for the rights granted to the Grantor pursuant to the Distribution Agreement, the Grantor has no other interests in the Subject Trademarks and has held such Subject Trademarks in a constructive trust for the benefit of STL.

5. Expenses. The Grantor will pay all costs and expenses (including legal fees and other out-of-pocket expenses and any value added tax or other similar tax thereon) reasonably incurred in respect of, or in connection with, the negotiation, preparation and execution of, this Release and any related documentation by the Administrative Agent.


6. GOVERNING LAW. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF.

7. Counterparts. This Release may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one and the same agreement. Any counterpart which may be delivered by electronic means shall be deemed the equivalent of an originally signed counterpart.

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

STUDOR, INCORPORATED

By: 
Name: ERIC BESOBY
Title: CHIEF EXECUTIVE OFFICER

MORGAN STANLEY SENIOR FUNDING INC., as
Administrative Agent

By: _____
Name:
Title:

[Signature page to Release]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as of the date first above written.

STUDOR, INCORPORATED

By: _____

Name:

Title:

MORGAN STANLEY SENIOR FUNDING INC., as
Administrative Agent

By:  _____

Name: STEPHEN B. KIM

Title: VP

[Signature page to Release]

Schedule A

Trademark	Country	Registration No.
DON'T GO THROUGH THE ROOF!	US	1,577,642
MAXI-VENT	US	1,588,348
MINI-VENT	US	1,592,578
STUDOR	US	1,603,597
STUDOR INC INVENTIVE TECHNOLOGY and Design	US	2,255,285
STUDOR ENGINEERED PRODUCTS and Design	US	3,042,317
ULTRA-VENT	US	3,398,874