

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
Unico, Inc.		03/01/2012	CORPORATION: MISSOURI
RECEIVING PARTY DATA			
Name:	Commerce Bank		
Street Address:	922 Walnut Street		
Internal Address:	10th Floor		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64106		
Entity Type:	Missouri chartered bank: MISSOURI		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1602109	UNICO SYSTEM	
Registration Number:	2797912	UNICHILLER	
Registration Number:	2910971	THE UNICO SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	(314)480-1505		
Phone:	314-480-1500		
Email:	tracey.paterson@huschblackwell.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Fred Rusche/Husch Blackwell LLP		
Address Line 1:	190 Carondelet Plaza		
Address Line 2:	Suite 600		
Address Line 4:	St. Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	467948.251		

NAME OF SUBMITTER:	Tracey Paterson
Signature:	/Tracey Paterson/
Date:	03/05/2012
Total Attachments: 9 source=Unico to Commerce#page1.tif source=Unico to Commerce#page2.tif source=Unico to Commerce#page3.tif source=Unico to Commerce#page4.tif source=Unico to Commerce#page5.tif source=Unico to Commerce#page6.tif source=Unico to Commerce#page7.tif source=Unico to Commerce#page8.tif source=Unico to Commerce#page9.tif	

March 1, 2012

PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (“Agreement”), dated as of March 1, 2012, is made by and between UNICO, INC., having a business location at the address set forth below next to its signature (the “Debtor”), and COMMERCE BANK, a Missouri chartered bank, as Trustee, having a business location at the address set forth below next to its signature (the “Secured Party”).

Recitals

- A. The Industrial Development Authority of Jefferson County, Missouri (the “Authority”) has issued its Revenue Bonds, Series 2007A (IGCT,LLC Project) in the presently aggregate principal amount of \$4,750,000 (the “Obligations”) pursuant to a Bond Trust Indenture, dated as of March 1, 2007, executed by the Authority and the Secured Party as supplemented by the Supplemental Amended And Restated Bond Trust Indenture, dated March 1, 2012, between the Authority and the Secured Party (collectively, the “Indenture”); all capitalized terms used and not and not otherwise defined herein shall have the meaning ascribed to them in the Indenture.
- B. The proceeds of the Obligations were used to make a loan to IGCT, LLC to finance a project in Jefferson County, Missouri (“Project”).
- C. The Debtor is willing to enter into this Agreement in order to enhance the marketability of the Obligations and as an inducement to the purchase of the Obligations by Enterprise Bank & Trust.
- D. The Debtor expects that it will benefit from the Project and that the success of the Project will benefit it and its members or shareholders.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees as follows:

Agreement

1. Definitions. All terms defined in the Recitals hereto or in the Indenture that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

“Patents” means all of the Debtor’s right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on Exhibit A.

“Security Interest” has the meaning given in Section 2.

“Trademarks” means all of the Debtor’s right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the “Security Interest”), with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) *Existence; Authority.* The Debtor is a corporation duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary company action on the part of the Debtor.

(b) *Patents.* Exhibit A accurately lists all Patents owned or controlled by the Debtor as of the date hereof, or to which the Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, the Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then the Debtor shall within sixty (60) days provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) *Trademarks.* Exhibit B accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor’s or any Affiliate’s business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to the Debtor’s or any Affiliate’s business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit B, which upon acceptance by the Secured Party shall become part of this Agreement.

(d) *Affiliates.* As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** The Debtor has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Security Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without the Secured Party's prior written consent.

(g) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** The Debtor will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Patent or Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(k) *Power of Attorney.* To facilitate the Secured Party's taking action under subsection (i) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or, necessary for the Secured Party, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Security Agreement as provided therein and the payment and performance of all Obligations.

4. Debtor's Use of the Patents and Trademarks. The Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Security Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it and such failure shall continue for a period of thirty (30) days following Secured Party's written notice to Debtor; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Security Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) The Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the

exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Security Agreement, with all notices to Debtor being sent in care of Borrower at Borrower's address set forth in the Security Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of the State of Missouri without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

[Balance of this page left blank; signatures to follow.]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Address

7401 Alabama Ave.
St. Louis, Missouri 63111

"Debtor"

UNICO, INC.

By: Shawn Intagliata
Shawn Intagliata, President

STATE OF Missouri)
COUNTY OF Jefferson) SS.

On this 28 day of February, 2012, before me appeared Shawn Intagliata, to me personally known, who being by me duly sworn did say that he is the President of Unico, Inc., a Missouri corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Elizabeth Kelley
Notary Public

My Commission Expires:

03/24/15



ELIZABETH KELLEY
My Commission Expires
March 24, 2015
Jefferson County
Commission #11390349



COMMERCE BANK, as Bond Trustee

By: [Signature]
Name: WILLIAM EKEY
Title: SENIOR VICE PRESIDENT

Attest: (Seal)

By: [Signature]
Name: JOHN R. MORRIS
Title: Assistant Secretary

STATE OF MISSOURI)
COUNTY OF Jackson) SS.

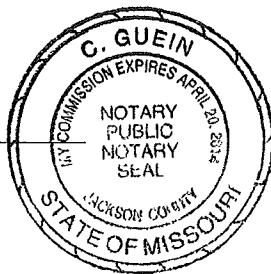
On this 28th day of February 2012, before me, the undersigned, a Notary Public, appeared William Ekey, to me personally known, who, being by me duly sworn, did say that he is the Sen. Vice President of Commerce Bank, as Bond Trustee, and that said instrument was signed on behalf of said company by the authority of its board of directors, and said individual acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
Notary Public

(SEAL)

My Commission Expires: _____



C. GUEIN
Notary Public-Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 20, 2014
Commission # 10434248

EXHIBIT A
PATENTS

Number	Title	Date of Filing	Date of Patent	Status
5,277,036	<i>Modular Air Conditioning System with Adjustable Capacity</i>	Jan 21, 1993	Jan. 11, 1994	Active
6,168,518 B1	<i>Vent Structure with Slotted Rectangular Outlet</i>	Apr. 7, 1999	Jan. 2, 2001	Active
6,776,710 B1	<i>Vent Structure for Slotted Outlet with Uniform Velocity Profile</i>	Oct. 24, 2003	Aug 17,2004	Active
6,866,203 B2	<i>Method and Apparatus for Sizing an Environmental Control System</i>	Feb. 26, 2003	Mar 15, 2005	Active
8,029,345 B2	<i>Fire Stop Outlet for Small Duct, High Velocity Air Distribution Systems</i>	Sep.29,2006	Oct. 4, 2011	Active
11/678,834	<i>Packaged Small-Duct, High Velocity Air Conditioner and Heat Pump Apparatus, and</i>	Feb. 26, 2007		Pending
12/114,407	<i>Air Distribution Blower Housing with Adjustable Restriction</i>	May 2, 2008		Pending

EXHIBIT B
TRADEMARKS

TC Ref. No.	Country	Trademark	Status	Registration No.
66941-44756/	Egypt	THE UNICO SYSTEM and Design	Registered	166312
66941-44754/	Egypt	UNICHILLER	Registered	166314
66941-44755/	Egypt	UNISPOT	Registered	166313
66941-57122/	European Community	UNICO SYSTEM	Registered	001004407
66941-44803/	United States of America	THE UNICO SYSTEM (stylized or with design)	Registered	2918971
66941-38365/	United States of America	UNICHILLER	Registered	2797912
66941-37121/	United States of America	UNICO SYSTEM	Registered	1602109