

Form PTO-1594 (Rev. 03-11)
OMB Collection 0651-0027 (exp. 03/31/2012)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BW HVAC Operations, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 3/30/2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: PNC Bank, National Association

Internal

Address: Commercial Loan Service Center/DCC

Street Address: 500 First Avenue

City: Pittsburgh

State: PA

Country: U.S.A. Zip: 15219

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Banking Assoc. Citizenship U.S.A.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,252,836; 731,799; 2,102,630

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Olivia H. Tarbox, Paralegal

Internal Address: One Logan Square

Street Address: Blank Rome LLP - 8th Floor

City: Philadelphia

State: Pennsylvania Zip: 19103-6998

Phone Number: (215) 988-6991

Fax Number: (215) 832-5500

Email Address: tarbox@blankrome.com

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$490.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 0225555

Authorized User Name Olivia Tarbox

9. Signature: 
Signature

4/3/2012
Date

Olivia H. Tarbox, Paralegal
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 0

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$90.00 022555 125283

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 30th day of March, 2012 by **BW HVAC OPERATIONS, LLC**, a Delaware limited liability company ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION** ("PNC"), in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor and each other Person joined to the Credit Agreement (defined below) as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower" have entered into that certain Revolving Credit, Term Loan and Security Agreement with certain financial institutions party thereto from time to time as lenders (the "Lenders") and with Agent, dated as of the date hereof (as same may be amended, restated, supplemented or modified from time to time, the "Credit Agreement"), pursuant to which Agent and Lenders provided for the extension of credit to be made to the Borrowers;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers to Agent and Lenders under the Credit Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. All terms capitalized herein but not otherwise defined herein shall have the same meanings ascribed to them in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark and trademark application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future

(a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery by facsimile or electronic transmission shall bind the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

From: STANDEX ADP

03/29/2012 15:19

#183 P.009/025

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BW HVAC OPERATIONS, LLC

By: 

Name: _____

Title: _____

THOMAS SMITH
CEO

Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____

Name: Sara V. Traberman

Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

BW HVAC OPERATIONS, LLC

By: _____
Name: _____
Title: _____



Acknowledged and accepted:

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Sara V. Traberman
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE 1TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE	EXP. DATE	STATUS
	1,252,836	10/04/1983	10/04/2013	STANDEX AIR DISTRIBUTION PRODUCTS, INC.
SNAPPY	731,799	05/22/1962	05/22/2012	SNAPPY AIR DISTRIBUTION PRODUCTS, INC.
	2,102,630	10/07/1997	10/07/2017	SNAPPY AIR DISTRIBUTION PRODUCTS, INC.

POWER OF ATTORNEY

Dated March 30, 2012

BW HVAC OPERATIONS, LLC, a Delaware limited liability company ("Grantor"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "PNC"), as agent for the Lenders (in such capacity, "Agent") under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") Grantor and each Person joined thereto as a borrower from time to time, collectively, the "Borrowers", and each a "Borrower") dated as of the date hereof (as the same may hereafter be amended, modified, restated or replaced from time to time, the "Credit Agreement"), following the occurrence and during the continuance of an Event of Default as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark Security Agreement between Grantor and Agent dated as of the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Security Agreement"), including, without limitation, the power to (a) record its interest in any Trademarks (as defined in the Trademark Security Agreement) or additional trademarks in the United States Patent and Trademark Office or other appropriate governmental office, (b) to execute on behalf of Grantor a supplement to the Trademark Security Agreement, (c) to use the Trademarks in connection with exercising its rights and remedies under the Credit Agreement, including without limitation in connection with the sale of Inventory or Collateral, (d) to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (e) to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else, in each case subject to the terms of the Trademark Security Agreement and Credit Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Credit Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark Security Agreement, the Credit Agreement and the Other Documents.

This Power of Attorney shall be irrevocable until all Obligations have been indefeasibly paid and fully satisfied in full in cash, each Lender's commitment to make Advances under the Credit Agreement has expired or terminated and the Credit Agreement has been terminated.

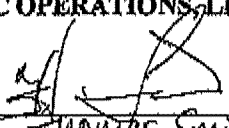
From: STANDEX ADP

03/29/2012 15:19

#183 P.010/025

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

BW HVAC OPERATIONS, LLC

By: 
Name: THOMAS Smid
Title: CEO

[SIGNATURE PAGE TO POWER OF ATTORNEY]

From: STANDEX ADP

03/29/2012 15:19

#183 P.011/025

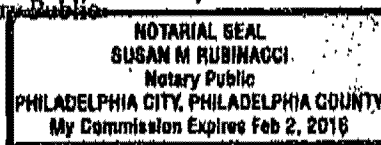
COMPANY ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *PA.* : SS
COUNTY OF *Philadelphia:*

On this 30th day of March, 2012, before me personally appeared *Thomas H. Swid* to me known and being duly sworn, deposes and says that he is authorized to sign on behalf of BW HVAC Operations, LLC, a Delaware limited liability company, that he signed the Power of Attorney pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such company; and he desires the same to be recorded as such.

Susan M. Rubinacci
Notary Public

My Commission Expires



[NOTARY PAGE TO POWER OF ATTORNEY]