

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE ROYAL BANK OF SCOTLAND PLC		07/06/2006	COMPANY: UNITED KINGDOM

RECEIVING PARTY DATA

Name:	AIR-SERV GROUP, LLC
Street Address:	1370 Mendota Heights Road
City:	Mendota Heights
State/Country:	MINNESOTA
Postal Code:	55120
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	1275952	AIR-SERV
Registration Number:	1567989	AIR-TOUCH
Registration Number:	1617202	AIR-VEND
Registration Number:	1422618	DUO-SERV
Registration Number:	1560677	VAC-SERV
Registration Number:	1340108	POWER SERV
Serial Number:	76348321	WATER-SERV

CORRESPONDENCE DATA

Fax Number: 6129778650
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 6129778229
 Email: ababcock@briggs.com
 Correspondent Name: Audrey J. Babcock
 Address Line 1: 80 South 8th Street Ste 2200

CH \$190.00 1275952

Address Line 2: Briggs and Morgan, PA
Address Line 4: Minneapolis, MINNESOTA 55402

ATTORNEY DOCKET NUMBER:	39427.6
NAME OF SUBMITTER:	Audrey J. Babcock
Signature:	/Audrey J. Babcock/
Date:	04/19/2012

Total Attachments: 6

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EXECUTION COPY

PAYOFF, TERMINATION AND LIEN RELEASE AGREEMENT

Reference is made to the Second Amended and Restated Credit and Guaranty Agreement, dated as of March 19, 2003, as amended and restated on November 12, 2004 and as further amended and restated on March 3, 2006, by and among Air-serv Holding, LLC (the "**Borrower**"), ASI Holding Corp. ("**Holdings**") and certain subsidiaries of Holdings (the "**Guarantors**" and, together with the Borrower and Holdings, the "**Security Parties**"), the lenders party thereto from time to time (the "**Lenders**"), The Royal Bank of Scotland plc ("**RBS**"), as Lead Arranger, Sole Book Runner, Administrative Agent (in such capacity, the "**Administrative Agent**") and Collateral Agent (in such capacity, the "**Collateral Agent**"), REDACTED REDACTED, as Syndication Agent, REDACTED and REDACTED REDACTED as Co-Documentation Agents, relating to REDACTED of senior secured credit facilities (the "**Credit Agreement**"). Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

The Borrower has advised the Administrative Agent that the date of the repayment of the Obligations shall be July 6, 2006 (the "**Payout Date**"). Assuming that payment (in immediately available funds) is received by the Administrative Agent by 2:00 p.m. (New York City time) on the Payout Date, the total amount of all Obligations to be paid (the "**Payout Amount**") shall be as set forth on Schedule II hereto. If funds are not received by 2:00 p.m. (New York City time) on July 6, 2006, additional interest will accrue at the per diem rate (the "**Per Diem Amount**") set forth on Schedule II hereto until the receipt of immediately available funds. The Payout Amount and Per Diem Amount (if applicable) should be wired as set forth on Schedule I hereto.

Upon receipt of the Payout Amount and the Per Diem Amount (if applicable):

1. The Administrative Agent hereby acknowledges that (a) all of the liabilities and obligations of the Security Parties outstanding or accrued under the Credit Agreement, the Notes and the Loan Documents have been paid or otherwise satisfied in full and (b) the Credit Agreement, the Notes and the Loan Documents are hereby terminated (including any obligation to make further Loans thereunder), except for the provisions of the Credit Agreement, the Notes and the Loan Documents that expressly provide for the survival of obligations thereunder (as to which no claim has been made or exists as of the date hereof).

2. The Administrative Agent and Collateral Agent hereby confirm and agree that all liens and security interests held by them with respect to any of the obligations owed by the Security Parties pursuant to the Credit Agreement, the Notes or any Loan Document, including but not limited to the liens and security interests granted under and pursuant to the Collateral Documents, are hereby released without further action on the part of the Administrative Agent and/or the Collateral Agent. The Administrative Agent and Collateral Agent hereby confirms that they are authorized to execute, deliver and/or file this Payoff, Termination and Lien Release Agreement (this "**Agreement**") and any other document or filing evidencing such releases or

terminating or releasing any previous document or filing evidencing such liens and security interests on behalf of the Lenders.

3. The Administrative Agent and Collateral Agent hereby further agree that they shall deliver to the Security Parties (a) any UCC financing statement amendments completed as terminations, mortgage releases, irrevocable stock powers or other documents and instruments that the Security Parties shall reasonably request in order to release and discharge any right, title or interest that the Administrative Agent, the Collateral Agent or the Lenders may have or that they may be entitled to by virtue of the Loan Documents in the collateral covered thereby, (b) any certificate or certificates or other documents and instruments representing such collateral in the possession of the Collateral Agent, and (c) any other documents that any Security Party shall reasonably request to evidence this Agreement or the transactions contemplated hereby.

4. The Collateral Agent, as the secured party of record, shall be deemed to have authorized, without the necessity of any further signature or action by the Collateral Agent or any other party, any of the Security Parties and/or their attorneys, any collateral agent or other representative acting on behalf of any lenders that may provide a replacement credit facility to the Security Parties or any of their subsidiaries and/or the attorneys of such parties to file UCC financing statement amendments completed as terminations with respect to any and all UCC financing statements filed by the Administrative Agent and/or the Collateral Agent, in connection with the Credit Agreement, the Notes or any other Loan Documents.

5. At any time and from time to time, upon the request of any Security Party, the Administrative Agent will promptly execute and deliver any and all further instruments and documents and take such further actions as such Security Party may reasonably request, without representation or warranty and at the expense of such Security Party, to effectuate, or reflect of public record, the release of the security interests and liens referred to in this Agreement.

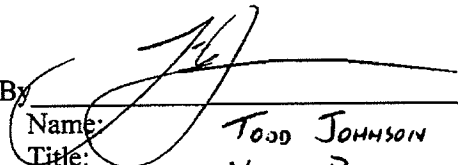
6. This Agreement may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be as effective as delivery of an original executed counterpart of this Agreement. **THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

7. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY OR ON BEHALF OF ANY PARTY RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF SERVICES HEREUNDER.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Payoff, Termination and Lien Release Agreement to be executed by their respective officers thereunto duly authorized, as of this 6th day of July, 2006.

THE ROYAL BANK OF SCOTLAND PLC,
as Administrative Agent and Collateral Agent

By 
Name: TODD JOHNSON
Title: VICE PRESIDENT

Acknowledged and agreed:

AIR-SERV HOLDINGS, LLC

By _____
Name:
Title:

AIR-SERV INTERNATIONAL, INC.

By _____
Name:
Title:

ASI HOLDINGS CORP.

By _____
Name:
Title:

AIR-SERV GROUP, LLC

By _____
Name:
Title:

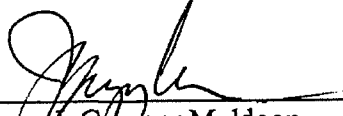
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THE ROYAL BANK OF SCOTLAND PLC,
as Administrative Agent and Collateral Agent

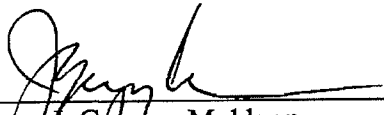
By _____
Name:
Title:

Acknowledged and agreed:


AIR-SERV HOLDINGS, LLC

By  _____
Name: J. Gregory Muldoon
Title: Chairman, CEO and President

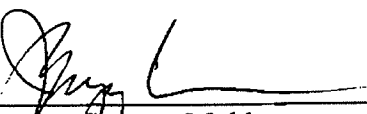
AIR-SERV INTERNATIONAL, INC.

By  _____
Name: J. Gregory Muldoon
Title: Chairman, CEO and President

ASI HOLDINGS CORP.

By  _____
Name: J. Gregory Muldoon
Title: Chairman, CEO and President

AIR-SERV GROUP, LLC

By  _____
Name: J. Gregory Muldoon
Title: Chairman, CEO and President

SCHEDULE I

ACCOUNTS

To The Royal Bank of Scotland PLC, as the Administrative Agent:

Deutsche Bank
ABA: **REDACTED**
Loan Service Bureau
A/C#: **REDACTED**
Reference: Arr-Maz
Attn: Linda Supaswud; **REDACTED**

To **REDACTED**, counsel to the Administrative Agent:

REDACTED

SCHEDULE II

PAYOFF AMOUNTS

(as of July 6, 2006)

REDACTED