

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---------------------------|---|----------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tronair, Inc. | | 05/09/2012 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Levine Leichtman Capital Partners IV, L.P., as agent | | |
| Street Address: | 335 North Maple Drive | | |
| Internal Address: | Suite 130 | | |
| City: | Beverly Hills | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90210 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3858292 | SOFTCAPTURE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2125935955 | | |
| | <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | |
| Phone: | 212-756-2132 | | |
| Email: | scott.kareff@srz.com | | |
| Correspondent Name: | S. Kareff c/o Schulte Roth & Zabel LLP | | |
| Address Line 1: | 919 Third Avenue | | |
| Address Line 2: | 22nd Floor | | |
| Address Line 4: | New York, NEW YORK 10022 | | |
| ATTORNEY DOCKET NUMBER: | 047689-0007 | | |
| NAME OF SUBMITTER: | Scott Kareff (047689-0007) | | |
| Signature: | /Scott Kareff/ | | |

CH \$40.00 3858292

Date:

05/10/2012

Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Amended and Restated Trademark Security Agreement") is made this May 9, 2012, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and LEVINE LEICHTMAN CAPITAL PARTNERS IV, L.P., as agent for the Secured Parties (in such capacity, together with its successors and assigns, the "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of March 9, 2012 (the "Existing Note Purchase Agreement"), by and among Grantors, each of the Guarantors named therein (collectively, "Guarantors" and each individually "Guarantor"), the purchasers from time to time party thereto (each a "Purchaser" and, collectively, the "Purchasers") and the Agent, the Purchasers purchased from Grantors (1) the Senior Secured Bridge Notes Due 2013 in the aggregate principal amount of \$40,000,000 and (2) the Senior Secured Notes Due 2018 in the aggregate principal amount of \$40,000,000 (the "Existing Senior Secured Notes");

WHEREAS, in connection with the Existing Note Purchase Agreement, Grantors entered into (1) the Security Agreement, dated as of March 9, 2012 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement") and (2) the Trademark Security Agreement, dated as of March 9, 2012 (including all schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Existing Trademark Security Agreement");

WHEREAS, Grantors, Guarantors and the Agent have agreed to (1) amend and restate the Existing Note Purchase Agreement pursuant to that certain Amended and Restated Note Purchase Agreement, dated as of the date hereof (as further amended, restated, supplemented or otherwise modified from time to time, including any replacement agreement therefor, the "Note Purchase Agreement"), by and among Grantors, Guarantors, the Purchasers and the Agent and (2) exchange the Existing Senior Secured Notes as provided for in the Note Purchase Agreement; and

WHEREAS, the Purchasers are willing to (1) to amend and restate the Existing Note Purchase Agreement and (2) exchange the Existing Senior Secured Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that Grantors shall have amended and restated the Existing Trademark Security Agreement pursuant to this Amended and Restated Trademark Security Agreement.

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

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Note Purchase Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Amended and Restated Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Amended and Restated Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Agent or the other Secured Parties, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Amended and Restated Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Section 22 of the Security Agreement is incorporated herein as if fully set forth herein. To the extent there is any inconsistency between this Amended and Restated Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Amended and Restated Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of Grantors. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect,

invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Amended and Restated Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Amended and Restated Trademark Security Agreement. Delivery of an executed counterpart of this Amended and Restated Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

7. SUBORDINATION. The security interest on the Trademark Collateral evidenced by this Amended and Restated Trademark Security Agreement is subordinated, to the extent and in the manner set forth in that certain Intercreditor and Subordination Agreement, dated as of May __, 2012, by and among Bank of Montreal, as administrative agent under the Senior Loan Documents (as defined therein), and Levine Leichtman Capital Partners IV, L.P., as administrative agent and collateral agent under the Junior Loan Documents (as defined therein), to the security interest on the collateral securing the Senior Obligations (as defined therein).

8. AMENDS AND RESTATES TRADEMARK SECURITY AGREEMENT. This Amended and Restated Trademark Security Agreement amends and restates the Existing Trademark Security Agreement.

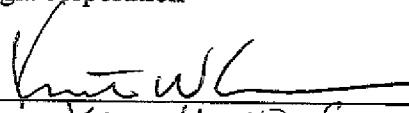
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

TRONAIR, INC.
a Georgia corporation

By:


Name: Kenneth W. Greene
Title: President & CEO

Amended and Restated
Trademark Security Agreement

TRADEMARK
REEL: 004777 FRAME: 0491

ACCEPTED AND ACKNOWLEDGED BY:

LEVINE LEICHTMAN CAPITAL
PARTNERS IV, L.P.,
a Delaware limited partnership ("LP")

By: Levine Leichtman Capital Partners, Inc.,
a California corporation, as Manager of
LP

By: _____

Name:

Title:

Amended and Restated
Trademark Security Agreement

SCHEDULE I
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

| Current Owner/Applicant | Mark | Serial No. | Application Date | Registration No. | Registration Date | Status of Mark |
|--------------------------------|-------------|-------------------|-------------------------|-------------------------|--------------------------|-----------------------|
| Tronair, Inc. | Softcapture | 77906030 | 1/6/2010 | 3858292 | 10/5/2010 | Registered |

Exclusive Trademark Licenses

None.