

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Amendment to Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
World Dryer Corporation		08/15/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	38 Fountain Square Plaza -- MD 10908F		
Internal Address:	Attention: Structured Finance Group		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4168978	SLIMDRI	
Registration Number:	3962913	WORLD DRYER SMARTDRI	
Registration Number:	3733507	AIRMAX	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8856		
Email:	behogue@vorys.com		
Correspondent Name:	Vorys, Sater, Seymour and Pease LLP		
Address Line 1:	P.O. Box 2255 -- IPLAW@VORYS		
Address Line 2:	Attn: Richard S. Donnell		
Address Line 4:	Columbus, OHIO 43216		
ATTORNEY DOCKET NUMBER:	5252-694/0769/WORLD DRYER		

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**TRADEMARK
 REEL: 004843 FRAME: 0961**

NAME OF SUBMITTER:	Richard S. Donnell
Signature:	/richard s donnell/
Date:	08/16/2012
Total Attachments: 5 source=first amendment to trademark security agreement#page1.tif source=first amendment to trademark security agreement#page2.tif source=first amendment to trademark security agreement#page3.tif source=first amendment to trademark security agreement#page4.tif source=first amendment to trademark security agreement#page5.tif	

**FIRST AMENDMENT
TO
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into as of August 15, 2012 (the "Effective Date"), by and between **WORLD DRYER CORPORATION**, a Delaware corporation, whose principal place of business and mailing address is 5700 McDermott Drive, Berkley, Illinois 60163 ("Debtor"), and **FIFTH THIRD BANK**, an Ohio banking corporation (hereinafter sometimes "Lender"), for itself and as agent for each affiliate of Fifth Third Bancorp (collectively, "Secured Party"), and is as follows:

Preliminary Statements

A. Debtor and Lender have entered into the Amended and Restated Credit Agreement dated of even date herewith (as heretofore and hereafter amended, restated, supplemented, modified or otherwise revised from time to time, the "Credit Agreement").

B. In connection with the Existing Credit Agreement (as defined in the Credit Agreement), Debtor has executed and delivered to Lender the Trademark Security Agreement dated as of May 31, 2007 (the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Trademark Security Agreement.

C. It is a condition precedent to the effectiveness of the Credit Agreement and to the obligation of Lender to continue to extend credit accommodations pursuant to the terms of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) that this Amendment be executed and delivered by Debtor to Lender.

Statement of Agreement

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Secured Party and Debtor hereby agree as follows:

1. **Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented by the addition of the document attached hereto as Supplement to Schedule I, to be attached at the end of the existing Schedule I to the Trademark Security Agreement. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Supplement to Schedule I attached hereto and made a part hereof constitutes, and shall be deemed to be, part of the "Trademark Collateral" and the "Trademarks" (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default (as defined in the Credit Agreement) under the Trademark Security Agreement if not cured after any applicable notice and cure period under the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms any and all grants of Liens to Secured Party on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Supplement to Schedule I attached hereto) as security for the Obligations, and Debtor acknowledges and confirms that the grants of the Liens to Secured Party on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement. Any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

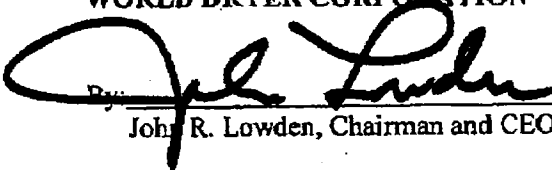
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

WORLD DRYER CORPORATION

By: 
John R. Lowden, Chairman and CEO

FIFTH THIRD BANK

By: _____
Gregory Calhoun, Relationship Manager

SIGNATURE PAGE TO
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT
(WORLD DRYER)

TRADEMARK
REEL: 004843 FRAME: 0965

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Lender as of the Effective Date.

WORLD DRYER CORPORATION

By: _____
John R. Lowden, Chairman and CEO

FIFTH THIRD BANK

By: 
Gregory Calhoun, Relationship Manager

SUPPLEMENT TO SCHEDULE I

TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
SLIMDRI	85/283,402	04-01-2011	4,168,978	07-03-2012
WORLD DRYER SMARTDRI and Design	77/930,659	02-08-2010	3,962,913	05-17-2011
AIRMAX	77/654,420	01-22-2009	3,733,507	01-05-2010