TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SENIOR LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIR SYSTEM COMPONENTS, INC.		11/09/2012	CORPORATION: DELAWARE
RUSKIN COMPANY		11/09/2012	CORPORATION: DELAWARE
H&C MILCOR, INC.		11/09/2012	CORPORATION: DELAWARE
KOCH FILTER CORPORATION		11/09/2012	CORPORATION: KENTUCKY
EASTERN SHEET METAL, INC.		11/09/2012	CORPORATION: OHIO
SELKIRK CORPORATION		11/09/2012	CORPORATION: DELAWARE
HART & COOLEY, INC.		11/09/2012	CORPORATION: DELAWARE
TOMKINS INDUSTRIES, INC.		11/09/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	ROYAL BANK OF CANADA
Street Address:	20 KING STREET WEST, 4TH FLOOR
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	BANK: CANADA

PROPERTY NUMBERS Total: 114

Property Type	Number	Word Mark
Registration Number:	651484	AGITAIR
Registration Number:	2934688	AIR BEAR
Registration Number:	3731115	AIRBEAR
Registration Number:	3891113	AIRBEAR
Registration Number:	2846020	AIRCEIL
Serial Number:	85557159	COMFORTBREEZE
Serial Number:	85562636	COMFORT-D
Serial Number:	85557165	COMFORTSMART

CH $2865.00 651484

Registration Number:	3851253	COMFORTSTEAM
Registration Number:	1889792	DESIGNAIRE
Registration Number:	2779789	DESIGNFLO
Registration Number:	811350	DQM
Registration Number:	3563095	EDGAR B. LAU
Registration Number:	3597146	SINCE 1928 EDGAR B. LAU SIGNATURE SERIES PREMIUM MOTORS
Registration Number:	1023145	ENVIRALAB
Registration Number:	832526	ENVIRAMEDIC
Registration Number:	1018570	ENVIRCO
Registration Number:	4176361	EOS
Registration Number:	2454755	FLOWBAR
Registration Number:	2213311	FOREVER FILTER
Serial Number:	85406283	GREASE VIPER
Registration Number:	1361719	HERRMIDICOOL
Registration Number:	2176646	HERRMIDIFIER
Registration Number:	1543420	HERRMIDIFIER
Registration Number:	1269111	HERRTRONIC
Registration Number:	2591560	HOSPI-GARD
Registration Number:	1609686	IMPERIALINE
Registration Number:	1771300	JET-FLO
Registration Number:	3553212	LAU
Registration Number:	3556447	LAU INDUSTRIES
Registration Number:	3132620	MAC 10
Registration Number:	3318954	MAC 10 RX
Registration Number:	4164974	MISTER-MINI
Registration Number:	3099112	PORT-A-CART
Registration Number:	3205953	RADIA-FLO
Registration Number:	2264709	RC
Registration Number:	736424	ROTO-JET
Registration Number:	3312416	STERILFLO SYSTEM
Registration Number:	2976440	TENSOR
Registration Number:	1502099	TITUS
Registration Number:	1046283	TRION
Registration Number:	1057448	TRION

Registration Number:	2010661	TRIONRX
Registration Number:	1629967	TUTTLE & BAILEY
Registration Number:	2233670	TUTTLE & BAILEY
Registration Number:	2439042	VECTOR
Serial Number:	77704133	XPANDA BEAR
Registration Number:	1919557	ISOCLEAN
Registration Number:	2023152	AIR BOSS
Registration Number:	3891505	AIR-TRAC
Registration Number:	2505258	
Registration Number:	3112543	EASTERN TIGHT
Registration Number:	3032778	EASTERN TIGHT
Registration Number:	1537913	AMERI-BUCKET
Registration Number:	2480559	AMERICAN METAL PRODUCTS
Registration Number:	730110	AMERI-FLOW
Registration Number:	1069270	AMERI-VENT
Registration Number:	2491076	AMERI-VENT DIRECT
Registration Number:	1442701	AMPCO
Registration Number:	1550057	HART & COOLEY
Registration Number:	2714625	HC HART&COOLEY
Registration Number:	2705454	HC
Registration Number:	2280991	MILCOR
Registration Number:	903353	MILCOR
Registration Number:	3865306	QUICK RAIL
Registration Number:	3205047	REZZIN
Serial Number:	77686188	SMART AIR & ENERGY SOLUTIONS
Registration Number:	1986912	SURFAIRE
Registration Number:	3460958	WARD INDUSTRIES
Serial Number:	85347773	Z CLEAR
Registration Number:	1745502	KEATING KOUPLING
Registration Number:	1074495	BIG SMOKY
Registration Number:	706653	LIMA
Serial Number:	76461157	
Registration Number:	1765894	PIPE PORTAL
Registration Number:	1350296	TELEDOOR
Registration Number:	3864620	BIOMAX

	4110860	DUO-CUBE
Registration Number:	4110884	DURAKLEEN
Registration Number:	3943296	DURAMAX
Registration Number:	4110885	DURAPURE
Registration Number:	3869708	KFC
Registration Number:	3964278	KOCH
Registration Number:	4110859	MAXI-GRID
Registration Number:	4110857	MICROMAX
Registration Number:	4110867	MICROSAFE
Registration Number:	4107448	MULTI-CELL
Registration Number:	4107447	MULTI-FLO
Registration Number:	3964833	MULTI-PLEAT
Registration Number:	4107446	MULTI-SAK
Registration Number:	4110868	MULTI-TEST
Serial Number:	85633133	CLIMATESMART
Registration Number:	3883866	ENERVENT
Registration Number:	2214333	RELIABLE
Registration Number:	890110	RUSKIN
Registration Number:	4038315	SWARTWOUT
Registration Number:	2906527	DIRECT-TEMP
Registration Number:	1237197	HEAT-FAB
Registration Number:	2512688	LOCK TAB
Registration Number:	3962312	METALBEST
Registration Number:	1196531	SAF-T LINER
Registration Number:	1196530	SAF-T PIPE
Registration Number:	1611972	SAF-T VENT
Registration Number:	3614411	SAF-T WRAP
Registration Number:	2890266	SURE-TEMP
Registration Number:	4206826	ULTIMATEONE
Registration Number:	2802423	ULTRA-TEMP
Registration Number:	2079265	AIRMATE
Registration Number:	2797734	GALVA-TEMP
Registration Number:	1295968	METALBESTOS
Registration Number:	1335094	SELKIRK
Registration Number:	1361390	SELKIRK METALBESTOS

	3265754	ZERO CLEAR "THE CLEAR CHOICE."
Registration Number:	3262394	ZERO CLEAR PLUS +

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-838-3743
Email: jlik@shearman.com
Correspondent Name: Alykhan Kurji
Address Line 1: 599 Lexington Avenue
Address Line 2: Shearman & Sterling LLP
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	34614/19

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	ALYKHAN KURJI
Signature:	/ALYKHAN KURJI/
Date:	11/12/2012

Total Attachments: 20
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SENIOR LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SENIOR LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement"), dated as of November 9, 2012, is made by the Persons listed on the signature pages hereof (collectively, the "Grantors") in favor of ROYAL BANK OF CANADA, as collateral agent (the "Senior Lien Collateral Agent") for the Senior Lien Claimholders (as defined pursuant to the Guarantee and Collateral Agreement referred to below).

RECITALS

As a condition precedent to the obligation of the Senior Lien Claimholders to make their respective extensions of credit to QS0001 CORP., a Delaware corporation, under the Senior Debt Documents, each Grantor has executed and delivered that certain Senior Lien Guarantee and Collateral Agreement dated November 9, 2012 made by the Grantors to the Senior Lien Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") for the benefit of the Senior Lien Claimholders. Terms defined pursuant to the Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined pursuant to the Guarantee and Collateral Agreement.

Under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Senior Lien Collateral Agent, for the benefit of the Senior Lien Claimholders, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

AGREEMENT

In consideration of the foregoing, the mutual covenants and obligations herein set forth and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Senior Lien Collateral Agent for the benefit of the Senior Lien Claimholders a security interest in all of such Grantor's right, title and interest in and to the following (the "Collateral"); provided that the grant of a security interest pursuant to this Section 1 shall only be effective with respect to the Senior Lien Obligations under any Secured Hedge Agreement to the extent that, at the time such Secured Hedge Agreement is entered into, such Grantor is an "eligible contract participant" for purposes of Section 1a(18) of the CEA, regulations promulgated under the CEA and binding guidance thereunder promulgated by the CFTC:

(i) the patents and patent applications set forth in Schedule A hereto (the "Patents");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States

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intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Senior Lien Obligations of such Grantor now or hereafter existing under or in respect of the Senior Debt Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Senior Lien Obligations and that would be owed by such Grantor to any Senior Lien Claimholder under the Senior Debt Documents but for the fact that such Senior Lien Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Senior Lien Claimholder.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest

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hereunder to, and the rights and remedies of, the Senior Lien Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[*Signature Pages Follow.*]

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IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

AIR SYSTEM COMPONENTS, INC.

By: _____

Name: Ron Devery

Title: Group CFO / Treasurer

[Signature Page – Senior Lien IP Security Agreement]

RUSKIN COMPANY

By: _____

Name: Ron Dewey

Title: Group CFO

[Signature Page – Senior Lien IP Security Agreement]

H&C MILCOR, INC.

By: _____

Name: Ron Dewey

Title: Group CFO & Treasurer

[Signature Page – Senior Lien IP Security Agreement]

KOCH FILTER CORPORATION

By: _____

Name: RON DEWEY

Title: GROUP CFO & TREASURER

[Signature Page – Senior Lien IP Security Agreement]

EASTERN SHEET METAL, INC.

By: _____

Name: Ron Dewey

Title: Group CFO & Treasurer

[Signature Page – Senior Lien IP Security Agreement]

SELKIRK CORPORATION

By: _____

Name: Ron Dewey

Title: Group CFO / Treasurer

[Signature Page – Senior Lien IP Security Agreement]

HART & COOLEY, INC.

By: _____

Name: Ron Dewey

Title: Group CFO + Treasurer

[Signature Page – Senior Lien IP Security Agreement]

TOMKINS INDUSTRIES, INC.

By: _____

Name: Ron Dewey

Title: Group CFO and Treasurer

Schedule A
to Senior Lien Intellectual Property Security Agreement

Patents

TITLE	CNTRY	APPL NO	FILING DATE	PATENT NO.	ISSUE DATE	STATUS
Air Diffuser Having Field Changeable Air Control Blade	US	09/484959	1/18/2000	6290598	9/18/2001	Granted
Air Diffuser Having Improved Bridges for Supporting Air Control Blades	US	09/484779	1/18/2000	6280321	8/28/2001	Granted
Air Diffuser, and Mold, and Method for its Production	US	09/376128	8/17/1999	6290596	9/18/2001	Granted
Air Diffuser, and Mold, and Method for its Production	US	08/899345	7/23/1997	5938525	8/17/1999	Granted
Air Diffuser with Adjustable Pattern Controller	US	09/484890	1/18/2000	6290597	9/18/2001	Granted
Centrifugal Ventilator Fan	US	08/730691	10/11/1996	5707209	1/13/1998	Granted
Fabric Faced Air Distribution Device	US	08/584087	1/11/1996	5782689	7/21/1998	Granted
Fan Wheel for an Inline Centrifugal Fan	US	08/792796	1/3/1997	5810557	9/22/1998	Granted
Repositional Attenuator	US	11/118637	4/29/2005	7328586	2/12/2008	Granted
Shape Memory Alloy Actuator	US	11/947889	11/30/2007	7992795	8/9/2011	Granted
Shroud and Axial Fan Therefor	US	09/779033	2/7/2001	6499948	12/31/2002	Granted
Support Bridges for Air Diffusers Including Spring Loading for Air Flow Control Blades	US	09/484763	1/18/2000	6220958	4/24/2001	Granted
System and Method for Controlling Heating and Ventilation System	US	10/911045	8/4/2004	7177534	2/13/2007	Granted
Ventilator Fan Device	US	08/058976	5/6/1993	5336050	8/9/1994	Granted
Apparatus for Using Ferrite Spacers to Suppress ARC Noise in Electrostatic Precipitators	US	09/114906	7/14/1998	6096119	8/1/2000	Granted
HEPA Filtration System	US	08/074334	6/10/1993	5290330	3/1/1994	Granted
Air Blower and Filter Assemblies	US	08/373941	1/13/1995	5470363	11/28/1995	Granted
Air Quality-Temperature Controlled Central Conditioner and Multi-Zone Conditioning	US	07/969053	10/30/1992	5279609	1/18/1994	Granted
Air Distribution Unit	US	12/925023	10/12/2010			Published
Air Humidification System	US	61/589326	1/21/2012			Pending
Forward Swept Centrifugal Fan Wheel	US	12/069497	2/11/2008	8057185	11/15/2011	Granted
Blower Wheel	US	12/316174	12/10/2008	8177511	5/5/2012	Granted
Drain Pipe Connector	US	09/935481	8/23/2001	6647682	11/18/2003	Granted
Fire Damper for Ceiling Diffuser	US	08/343702	11/21/1994	5584312	12/17/1996	Granted
Mounting Bracket for Damper	US	08/567307	12/5/1995	5607355	3/4/1997	Granted
Universal Damper Mounting System and Method	US	09/159355	9/23/1998	6007422	12/28/1999	Granted
Airfoil Blade and Method For Its Manufacture	US	09/870367	5/30/2001	6508627	1/21/2003	Granted
Damper With Stationary Pitot-Static Sensing Vanes	US	08/627603	4/4/1996	5730652	3/24/1998	Granted
Damper With Blade For Sensing Pressure Differential	US	08/140672	10/21/1993	5379792	1/10/1995	Granted
DUCT WITH AN INDENTED END	US	29/138772	3/20/2001	D523131	6/13/2006	Granted
DUCT WITH A CRIMPED END	US	29/138784	3/20/2001	D521632	5/23/2006	Granted
DUCT WITH AN INDENTED END	US	29/138818	3/20/2001	D475448	6/3/2003	Granted

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TITLE	CNTRY	APPL NO	FILING DATE	PATENT NO.	ISSUE DATE	STATUS
DUCT WITH AN INDENTED END	US	29/177405	3/10/2003	D488858	4/20/2004	Granted
OFFSET DUCT WITH A CRIMPED END	US	29/138782	3/20/2001	D475778	6/10/2003	Granted
OFFSET DUCT WITH AND INDENTED END	US	29/138790	3/20/2001	D475779	6/10/2003	Granted
REDUCER WITH A CRIMPED END	US	29/138783	3/20/2001	D478978	8/26/2003	Granted
REDUCER WITH A CRIMPED END	US	29/183198	6/6/2003	D492025	6/22/2004	Granted
REDUCER WITH AN INDENTED END	US	29/138786	3/20/2001	D480132	9/30/2003	Granted
REDUCER WITH AN INDENTED END	US	29/183159	6/6/2003	D492024	6/22/2004	Granted
DUCT WITH A CRIMPED END	US	29/138819	3/20/2001	D475780	6/10/2003	Granted
DUCT WITH A CRIMPED END	US	29/177444	3/10/2003	D489806	5/11/2004	Granted
DUCT TAP WITH A CRIMPED END	US	29/138839	3/20/2001	D521633	5/23/2006	Granted
DUCT TAP WITH AN INDENTED END	US	29/138830	3/20/2001	D501548	2/1/2005	Granted
DUCT WITH A CRIMPED END	US	29/138838	3/20/2001	D476074	6/17/2003	Granted
DUCT TAP WITH AN INDENTED END	US	29/138820	3/20/2001	D475449	6/3/2003	Granted
BELL MOUTH WITH A CRIMPED END	US	29/138847	3/20/2001	D475130	5/27/2003	Granted
BELL MOUTH WITH A CRIMPED END	US	29/177443	3/10/2003	D488217	4/6/2004	Granted
BELL MOUTH WITH AN INDENTED END	US	29/138785	3/20/2001	D475447	6/3/2003	Granted
BELL MOUTH WITH AN INDENTED END	US	29/177442	3/10/2003	D488859	4/20/2004	Granted
DUCT WITH AN INDENTED END	US	29/138781	3/20/2001	D527091	8/22/2006	Granted
DUCT WITH A CRIMPED END	US	29/138763	3/20/2001	D528646	9/19/2006	Granted

TITLE	CNTRY	APPL NO	FILING DATE	PATENT NO.	ISSUE DATE	STATUS
DUCT WITH AN INDENTED END	US	29/138829	3/20/2001	D501547	2/1/2005	Granted
DUCT WITH A CRIMPED END	US	29/138668	3/20/2001	D524436	7/4/2006	Granted
FLANGED RING	US	29/205509	5/14/2004	D518885	4/11/2006	Granted
DUCT END PORTION	US	29/205506	5/14/2004	D516697	3/7/2006	Granted
FLANGED RING	US	29/205510	5/14/2004	D517679	3/21/2006	Granted
DUCT END PORTION	US	29/205507	5/14/2004	D516698	3/7/2006	Granted
SLEEVE COUPLING	US	29/105244	5/20/1999	D430482	9/5/2000	Granted
SLEEVE COUPLING	US	29/105205	5/20/1999	D427673	7/4/2000	Granted
SLEEVE COUPLING	US	29/105272	5/20/1999	D427668	7/4/2000	Granted
SLEEVE COUPLING	US	29/105206	5/20/1999	D427667	7/4/2000	Granted
GASKET	US	29/105207	5/20/1999	D435090	12/12/2000	Granted
GASKET	US	29/105243	5/20/1999	D437034	1/30/2001	Granted
DUCT SEAL	US	29/259224	5/4/2006	D553238	10/16/2007	Granted
DEVICE AND METHOD FOR FORMING A FLANGED RING	US	11/126753	5/12/2005	7287407	10/30/2007	Granted
DUCT AND SEAL ASSEMBLY	US	29/259408	5/8/2006	D551336	9/18/2007	Granted
ONE-PIECE SEAMLESS REDUCER	US	09/734345	12/11/2000	6548760	4/15/2003	Granted
Duct Frame Assembly Apparatus	US	08/379799	1/27/1995	5621956	4/22/1997	Granted
Air Diffuser with Unitary Valve Assembly	US	09/585995	6/2/2000	6270401	8/7/2001	Granted
Direct Venting Vent Pipe	US	10/043398	1/10/2002	6634352	10/21/2003	Granted
Operating Mechanism for Vent Louver	US	09/678975	10/5/2000	6435962	8/20/2002	Granted
Duct Corner Dispensing and Method of Dispensing Duct Corners	US	09/829608	4/10/2001	6502716	1/7/2003	Granted
Adjustable Coupling Ring	US	08/328022	10/24/1994	5470112	11/28/1995	Granted
Vent Cap	US	29/082079	1/14/1998	D403752	1/5/1999	Granted
Flange Cleat and Method	US	13/027352	2/15/2011			Pending
Blower Wheel With Center Disc Having Roughened Blade Engaging Surface	US	09/339756	6/24/1999	6203278	3/20/2001	Granted
Fire/Smoke Damper Control System	US	10/838736	5/4/2004	7241218	7/10/2007	Granted
Gas Measurement System	US	12/286930	10/3/2008	7860667	12/28/2010	Granted

TITLE	CNTRY	APPL NO	FILING DATE	PATENT NO.	ISSUE DATE	STATUS
Fan Air Flow Measurement System	US	12/316175	12/10/2008	8070423	12/6/2011	Granted
Sand Louver	US	29/313643	1/28/2009	D591843	5/5/2009	Granted
Instrument Housing	US	12/455917	6/9/2009	7950291	5/31/2011	Granted
Remote Zone Balancing Damper and Air flow Sensor System	US	12/925562	10/25/2010			Published
Enthalpy Energy Recovery Ventilation Control System	US	61/554040	11/1/2011			Pending
Indicator for a Damper Inside the Duct Work for an HVAC System	US	29/405920	11/8/2011	D664637	7/31/2012	Granted
Energy Recovery Ventilation Smoke Evacuation	US	61/612997	3/20/2012			Pending
Energy Recovery Ventilation Effectiveness Calculation and Indication	US	13/424412	3/20/2012			Pending
Damper Blade Seal System	US	13/542837	7/6/2012			Pending
Air Handling System	US	11/382,749	5/11/2006	7740530	6/12/2010	Granted
Flue Gas Conduit Jointing Connection	US	10/141365	5/9/2002	6702338	3/9/2004	Granted
Rubber Boot-Based Roof Flashing Apparatus	US	11/018459	12/21/2004	7526895	5/5/2009	Granted
Chimney Tee Cap Retainer Assembly	US	13/296289	11/15/2011			Pending
Threshold Assembly for Barrier Free Shower Units	US	09280336	3/29/1999	6094757	8/01/2000	Granted
Combo Moisture Elimination Louver and Air Flow Sensor and Method	US	09/173870	10/16/1998	6149515	11/21/2000	Granted
Air Diffuser with Air Flow Regulator	US	09/376131	8/17/1999	6361432	3/26/2002	Granted

Schedule B
to Senior Lien Intellectual Property Security Agreement

Trademarks

TRADEMARK	CNTRY	SERIAL NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS
AGITAIR	US	72/011,653	6-Jul-1956	651,484	10-Sep-1957	Renewed
AIR BEAR	US	78/211,551	6-Feb-2003	2,934,688	22-Mar-2005	Renewed
AIR BEAR & DESIGN	US	77/747,279	29-May-2009	3,731,115	29-Dec-2009	Registered
AIR BEAR & DESIGN	US	77/823,459	10-Sep-2009	3,891,113	14-Dec-2010	Registered
AIRCEIL	US	76/456,617	2-Oct-2002	2,846,020	25-May-2004	Registered
COMFORTBREEZE	US	85/557,159	1-Mar-2012			Published
COMFORT-D	US	85/562,636	7-Mar-2012			Published
COMFORTSMART	US	85/557,165	1-Mar-2012			Pending
COMFORTSTEAM	US	77/774,970	6-Jul-2009	3,851,253	21-Sep-2010	Registered
DESIGNAIRE	US	74/509,503	6-Apr-1994	1,889,792	18-Apr-1995	Renewed
DESIGNFLO	US	75/781,193	20-Aug-1999	2,779,789	4-Nov-2003	Registered
DQM	US	72/206,496	19-Nov-1964	811,350	19-Jul-1966	Renewed
EDGAR B. LAU	US	77/240,625	27-Jul-2007	3,563,095	20-Jan-2009	Registered
EDGAR B. LAU SIGNATURE SERIES & Design	US	77/240,846	27-Jul-2007	3,597,146	31-Mar-2009	Registered
ENVIRALAB	US	73/017,272	28-Mar-1974	1,023,145	21-Oct-1975	Renewed
ENVIRAMEDIC	US	72/229,207	4-Oct-1965	832,526	25-Jul-1967	Renewed
ENVIRCO	US	72/456,196	2-May-1973	1,018,570	19-Aug-1975	Renewed
EOS	US	85/158,739	22-Oct-2010	4176361	17-Jul-2012	Registered
FLOWBAR and Design	US	75/834,658	29-Oct-1999	2,454,755	29-May-2001	Renewed
FOREVER FILTER	US	75,181,871	15-Oct-1996	2,213,311	22-Dec-1998	Renewed
GREASE VIPER	US	85/406,283	24-Aug-2011			Published
HERRMIDICOOL & DESIGN	US	73/530,222	2-Apr-1985	1,361,719	24-Sep-1985	Renewed
HERRMIDIFIER	US	75/303,155	4-Jun-1997	2,176,646	28-Jul-1998	Renewed
HERRMIDIFIER & DESIGN	US	73/766,508	30-Nov-1988	1,543,420	13-Jun-1989	Renewed
HERRTRONIC	US	73/409,019	12-Jan-1983	1,269,111	6-Mar-1984	Renewed
HOSPI-GARD	US	76/332,211	31-Oct-2001	2,591,560	9-Jul-2002	Renewed
IMPERIALINE	US	74/011,274	15-Dec-1989	1,609,686	14-Aug-1990	Renewed
JET-FLO	US	74/292,126	8-Jul-1992	1,771,300	18-May-1993	Renewed
LAU	US	77/422,385	14-Mar-2008	3,553,212	30-Dec-2008	Registered
LAU INDUSTRIES	US	77/422,462	14-Mar-2008	3,556,447	6-Jan-2009	Registered
MAC 10	US	78/701,152	26-Aug-2005	3,132,620	22-Aug-2006	Registered
MAC 10 Rx	US	76/554,851	9-Oct-2003	3,318,954	23-Oct-2007	Registered
MISTER-MINI	US	77/936,938	16-Feb-2010	4,164,974	26-Jun-2012	Registered
PORT-A-CART	US	78/434,699	14-Jun-2004	3,099,112	30-May-2006	Renewed
RADIA-FLO	US	78/853,205	4-Apr-2006	3,205,953	6-Feb-2007	Registered
RC	US	75/482,417	11-May-1998	2,264,709	27-Jul-1999	Renewed
ROTO-JET	US	72/117,428	10-Apr-1961	736,424	21-Aug-1962	Renewed
STERILFLO SYSTEM	US	78/923,616	6-Jul-2006	3,312,416	16-Oct-2007	Registered
TENSOR	US	76/001,646	16-Mar-2000	2,976,440	26-Jul-2005	Registered
TITUS	US	73/705,543	14-Jan-1988	1,502,099	30-Aug-1988	Renewed
TRION	US	73/074,145	13-Jan-1976	1,046,283	17-Aug-1976	Renewed
TRION	US	73/074,146	13-Jan-1976	1,057,448	1-Feb-1977	Renewed
TRIONRX	US	74/555,076	29-Jul-1994	2,010,661	22-Oct-1996	Renewed
TUTTLE & BAILEY	US	74/011,374	15-Dec-1989	1,629,967	1-Jan-1991	Renewed
TUTTLE & BAILEY & Design	US	75/370,503	9-Oct-1997	2,233,670	23-Mar-1999	Renewed
VECTOR	US	75/567,876	8-Oct-1998	2,439,042	27-Mar-2001	Renewed
XPANDA BEAR	US	77/704,133	1-Apr-2009			Published
ISOCLEAN	US	74/576,317	21-Sep-1994	1,919,557	19-Sep-1995	Registered
AIR BOSS	US	74/687,402	12-Jun-1995	2,023,152	17-Dec-1996	Registered
AIR-TRAC	US	78/923,191	6-Jul-2006	3,891,505	14-Dec-2010	Registered
SWIRL DESIGN	US	75/788,620	31-Aug-1999	2,505,258	6-Nov-2001	Renewed
EASTERN TIGHT	US	78/190,141	2-Dec-2002	3,112,543	4-Jul-2006	Registered

TRADEMARK
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TRADEMARK	CNTRY	SERIAL NO.	APPLICATION DATE	REGISTRATION NO.	REGISTRATION DATE	STATUS
EASTERN TIGHT	US	78/190,147	2-Dec-2002	3,032,778	20-Dec-2005	Registered
AMERI-BUCKET	US	73/751,909	14-Sep-1988	1,537,913	9-May-1989	Renewed
AMERICAN METAL PRODUCTS & Design	US	75/699,274	7-May-1999	2,480,559	21-Aug-2001	Renewed
AMERI-FLOW	US	72/120,364	19-May-1961	730,110	17-Apr-1962	Renewed
AMERIVENT	US	73/081,102	22-Mar-1976	1,069,270	12-Jul-1977	Renewed
AMERI-VENT DIRECT	US	75/520,340	16-Jul-1998	2,491,076	18-Sep-2001	Renewed
AMPCO	US	73/556,057	29-Aug-1985	1,442,701	16-Jun-1987	Renewed
HART & COOLEY	US	73/722,433	15-Apr-1988	1,550,057	1-Aug-1989	Renewed
HART & COOLEY & Design	US	78/058,151	12-Apr-2001	2,714,625	6-May-2003	Registered
HC & DESIGN	US	78/058,102	12-Apr-2001	2,705,454	8-Apr-2003	Registered
MILCOR	US	75/476,180	28-Apr-1998	2,280,991	28-Sep-1999	Renewed
MILCOR	US	72/355,236	27-Mar-1970	903,353	1-Dec-1970	Renewed
QUICK RAIL	US	77/725,933	30-Apr-2009	3,865,306	19-Oct-2010	Registered
REZZIN and Design	US	78/574,842	25-Feb-2005	3,205,047	6-Feb-2007	Registered
SMART & Design	US	77/686,188	9-Mar-2009			Pending
SURFAIRE	US	74/673,975	15-May-1995	1,986,912	16-Jul-1996	Renewed
WARD & DESIGN	US	77/273,385	6-Sep-2007	3,460,958	8-Jul-2008	Registered
Z CLEAR	US	85/347,773	16-Jun-2011			Published
KEATING KOUPLING	US	74/269,869	27-Apr-1992	1,745,502	12-Jan-1993	Renewed
BIG SMOKY	US	73/109,671	15-Dec-1976	1,074,495	4-Oct-1977	Renewed
LIMA	US	72/077,379	9-Jul-1959	706,653	1-Nov-1960	Renewed
PIPE BOOT (PRODUCT DESIGN)	US	76/461,157	18-Oct-2002			Opposed
PIPE PORTAL	US	74/296,839	23-Jul-1992	1,765,894	20-Apr-1993	Registered
TELEDOOR	US	73/486,209	21-Jun-1984	1,350,296	23-Jul-1985	Renewed
BIOMAX	US	85/024,388	27-Apr-2010	3,864,620	19-Oct-2010	Registered
DUO-CUBE	US	85/085,623	15-Jul-2010	4,110,860	13-Mar-2012	Registered
DURAKLEEN	US	85/111,543	19-Aug-2010	4,110,884	13-Mar-2012	Registered
DURAMAX	US	85/024,373	27-Apr-2010	3,943,296	12-Apr-2011	Registered
DURAPURE	US	85/111,547	19-Aug-2010	4,110,885	13-Mar-2012	Registered
KFC LOGO	US	77/958,660	15-Mar-2010	3,869,708	2-Nov-2010	Registered
KOCH	US	77/958,638	15-Mar-2010	3,964,278	24-May-2011	Registered
MAXI-GRID	US	85/085,613	15-Jul-2010	4,110,859	13-Mar-2012	Registered
MICROMAX	US	85/082,193	12-Jul-2010	4,110,857	13-Mar-2012	Registered
MICROSAFE	US	85/092,897	26-Jul-2010	4,110,867	13-Mar-2012	Registered
MULTI-CELL	US	85/064,395	16-Jun-2010	4,107,448	6-Mar-2012	Registered
MULTI-FLO	US	85/064,383	16-Jun-2010	4,107,447	6-Mar-2012	Registered
MULTI-PLEAT	US	85/024,358	27-Apr-2010	3,964,833	24-May-2011	Registered
MULTI-SAK	US	85/064,381	16-Jun-2010	4,107,446	6-Mar-2012	Registered
MULTI-TEST	US	85/092,912	26-Jul-2010	4,110,868	13-Mar-2012	Registered
CLIMATESMART	US	85/633,133	23-May-2012			Pending
ENERVENT & Design	US	77/794,081	31-Jul-2009	3,883,866	30-Nov-2010	Registered
RELIABLE	US	75/368,519	6-Oct-1997	2,214,333	29-Dec-1998	Renewed
RUSKIN	US	72/281,823	4-Oct-1967	890,110	28-Apr-1970	Renewed
SWARTWOUT	US	85/261,889	9-Mar-2011	4,038,315	11-Oct-2011	Registered
DIRECT-TEMP	US	78/296,772	5-Sep-2003	2,906,527	30-Nov-2004	Registered
HEATFAB and Design	US	73/354,793	15-Mar-1982	1,237,197	10-May-1983	Registered
LOCK TAB & DESIGN	US	76/231,173	27-Mar-2001	2,512,688	27-Nov-2001	Renewed
METALBEST	US	77/686,182	9-Mar-2009	3,962,312	17-May-2011	Registered
SAF-T LINER	US	73/309,844	11-May-1981	1,196,531	25-May-1982	Renewed
SAF-T PIPE	US	73/309,843	11-May-1981	1,196,530	25-May-1982	Renewed
SAF-T VENT	US	74/009,615	11-Dec-1989	1,611,972	4-Sep-1990	Renewed
SAF-T WRAP	US	77/229,037	13-Jul-2007	3,614,411	5-May-2009	Registered
SURE-TEMP	US	78/203,405	15-Jan-2003	2,890,266	28-Sep-2004	Registered
ULTIMATEONE	US	85/215,312	11-Jan-2011	4,206,826	11-Sep-2012	Registered
ULTRA-TEMP	US	78/203,397	15-Jan-2003	2,802,423	6-Jan-2004	Registered
AIRMATE	US	75/148,886	12-Aug-1996	2,079,265	15-Jul-1997	Registered
GALVA-TEMP	US	78/203,400	15-Jan-2003	2,797,734	23-Dec-2003	Registered

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HEATFAB	US	73/354,793	15-Mar-1982	1,237,197	10-May-1983	Registered
METALBESTOS	US	73/437,302	1-Aug-1983	1,295,968	18-Sep-1984	Registered
SELKIRK	US	73/440,232	22-Aug-1983	1,335,094	14-May-1985	Registered
SELKIRK METALBESTOS & Design	US	73/440,216	22-Aug-1983	1,361,390	24-Sep-1985	Registered
ZERO CLEAR "THE CLEAR CHOICE." & Design	US	78/461,926	4-Aug-2004	3,265,754	17-Jul-2007	Registered
ZERO CLEAR PLUS + & Design	US	78/586,493	14-Mar-2005	3,262,394	10-Jul-2007	Registered

Schedule C
to Senior Lien Intellectual Property Security Agreement

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Reg. No.; App. No.	Registration or Application Dates	Full Title
TX0007155594	2/26/10	Eastern Sheet Metal Double Wall Oval Spiral Pipe & Fittings Rev. #3 4/09.
TX0007155596	2/26/10	Eastern Sheet Metal Double Wall Round Spiral Pipe & Fittings Rev.#3 4/09.
TX0007149202	2/26/10	Eastern Sheet Metal Eastern Connectors Spiral Pipe & Fittings Rev. #3 4/09.
TX0007149198	2/26/10	Eastern Sheet Metal Eastern Rectangular Ductwork Rev. #3 4/09.
TX0007155597	2/26/10	Eastern Sheet Metal Eastern Tight Round Self-Sealing HVAC Spiral Pipe & Fittings Rev. #3 4/09.
TX0007149200	2/26/10	Eastern Sheet Metal Exhaust & Underground Poly Coated Steel Spiral Pipe & Fittings Rev. #3 4/09.
TX0007149197	2/26/10	Eastern Sheet Metal Field Installed Oval Reinforcement Spiral Pipe & Fittings Rev. #3 4/09.
TX0007157438	2/26/10	Eastern Sheet Metal Product Guide.
TX0007153703	2/26/10	Eastern Sheet Metal Product Guide.
TX0007155599	2/26/10	Eastern Sheet Metal Single Wall Oval Spiral Pipe & Fittings Rev. #3 4/09.
TX0007155584	2/26/10	Eastern Sheet Metal Single Wall Round Spiral Pipe & Fittings Rev. #3 4/09.
TX0002839241	10/25/89	Barry Blower industracon fans: series 61: catalog 1005.
TX0002839242	10/25/89	Barry Blower versacon "R" centrifugal fans, backward inclined & airfoil wheels: catalog 1010-2.
TX0002839243	10/25/89	Barry Blower versacon "R" centrifigal fans, forward curved series 12: catalog 1025
TX0002839249	10/25/89	Barry Blower axiflo tubeaxial & vaneaxial fans: catalog 1001.
TX0002839250	10/25/89	Barry Blower versa-plug fans, series 46: catalog 1002.

TX0002839251	10/25/89	Barry Blower axiflex adjustable axial fan: catalog 1015.
TX0002839252	10/25/89	Barry Blower duct fans: catalog 1020.
TX0002839253	10/25/89	Barry Blower readi-pak belt driven utility sets: catalog 1030.
TX0002839254	10/25/89	Barry Blower tubular 8000 inline centrifugal fans: catalog 1045.