

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AirTech LLC		07/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as agent		
Street Address:	30 S Wacker Drive		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3474661	SURVAIR	
Registration Number:	3443732	MODULAIR	
Registration Number:	3128662	AIR TECHNOLOGIES	
Registration Number:	2459926	MANAGAIR	
Registration Number:	2368849	MONITAIR	
Registration Number:	2366612	DIRECTAIR	
CORRESPONDENCE DATA			
Fax Number:	3125585700		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 4200		

CH \$165.00 3474661

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 6737-164

NAME OF SUBMITTER: Laura Konrath

Signature: /Laura Konrath/

Date: 08/14/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

(TRADEMARKS AND TRADEMARK APPLICATIONS)

WHEREAS, AirTech LLC, a Delaware limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Credit Agreement dated as of July 18, 2013 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") by and among OTC Merger Sub Corp. (to be assumed by Ohio Transmission Corporation), Industrial Process Equipment Company, Grantor (collectively, the Borrowers"), the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as administrative agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement dated as of July 18, 2013 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"; unless otherwise defined herein, terms defined in the Collateral Agreement and used herein have the respective meanings given to them in the Collateral Agreement) by and among the Borrowers, the other grantors party thereto and Madison Capital Funding LLC, as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created, arising or acquired:

(i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect to each Trademark (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present, or future infringements thereof);

(iii) the right to sue or otherwise recover for any and all past, present, and future infringements and other violations of each Trademark, including the goodwill associated

therewith, and all other rights or benefits of any kind whatsoever accruing thereunder or pertaining thereto; and

(iv) any and all products and proceeds of the foregoing.

Notwithstanding the foregoing, and solely to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein; provided, further, that the definition of Trademark Collateral shall not include any Excluded Collateral.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee with full power of substitution as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

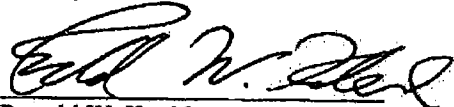
The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

This Trademark Security Agreement is made under and governed by the laws of the State of Illinois applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be
duly executed by its officer thereunto duly authorized as of the 18 day of July, 2013

AIRTECH LLC

By: 
Name: Ronald W. Kuehl
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent,**

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005091 FRAME: 0452**

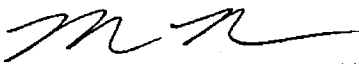
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 18 day of July, 2013.

AIRTECH LLC

By: _____
Name: Ronald W. Kuehl
Title: Vice President

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent,**

By: 
Name: Michael Nativ
Title: Vice President

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 005091 FRAME: 0453**

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS, TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Grantor	Country/ State	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
AirTech LLC	United States	SURVAIR	3,474,661	4/5/2007	07/29/2008	N/A
AirTech LLC	United States	MODULAIR	3,443,732	3/13/2007	06/10/2008	N/A
AirTech LLC	United States	AIR TECHNOLOG IES (stylized)	3,128,662	3/17/2004	08/15/2006	N/A
AirTech LLC	United States	MANAGAIR	2,459,926	2/19/1997	06/12/2001	N/A
AirTech LLC	United States	MONITAIR	2,368,849	9/24/1999	07/18/2000	N/A
AirTech LLC	United States	DIRECTAIR	2,366,612	12/18/1996	07/11/2000	N/A