

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376298

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERI-DRY ACQUISITION LLC		02/05/2016	Limited Liability Company: ILLINOIS
RECEIVING PARTY DATA			
Name:	FIFTH THIRD BANK		
Street Address:	38 FOUNTAIN SQUARE PLAZA, MD 10908F		
City:	CINCINNATI		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	BANKING CORPORATION: OHIO		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4832464	COLD PLASMA CLEAN	
Registration Number:	4693185	CPC	
Registration Number:	4689612	CPC	
Registration Number:	4689609	COLD PLASMA CLEAN	
Registration Number:	3450556	EXTREMEAIR	
Registration Number:	1010384	GLOBAL DRYER	
Registration Number:	609861	AMERICAN DRYER	
Serial Number:	85805754	REVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-467-8800		
Email:	BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
Correspondent Name:	VORYS, SATER, SEYMOUR AND PEASE LLP		
Address Line 1:	P.O. BOX 2255 -- IPLAW@VORYS		
Address Line 2:	ATTN: TANYA MARIE CURCIO		
Address Line 4:	COLUMBUS, OHIO 43216-2255		
ATTORNEY DOCKET NUMBER:	5252-920/0769/4832464		

CH \$215.00 4832464

NAME OF SUBMITTER:	Bernice Hogue
SIGNATURE:	/bernice hogue/
DATE SIGNED:	03/10/2016
Total Attachments: 13 source=Trademark Security Agreementrevised#page1.tif source=Trademark Security Agreementrevised#page2.tif source=Trademark Security Agreementrevised#page3.tif source=Trademark Security Agreementrevised#page4.tif source=Trademark Security Agreementrevised#page5.tif source=Trademark Security Agreementrevised#page6.tif source=Trademark Security Agreementrevised#page7.tif source=Trademark Security Agreementrevised#page8.tif source=Trademark Security Agreementrevised#page9.tif source=Trademark Security Agreementrevised#page10.tif source=Trademark Security Agreementrevised#page11.tif source=Trademark Security Agreementrevised#page12.tif source=Trademark Security Agreementrevised#page13.tif	

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL SECURITY AGREEMENT is made on the 5th day of February, 2016, to be effective on and after the Effective Time of Merger, by and between AMERI-DRY ACQUISITION LLC, an Illinois limited liability company which, immediately following the Effective Time of Merger, will change its name to American Dryer LLC, having a mailing address at 5700 McDermott Drive, Berkeley, Illinois 60163 (“Borrower”), and FIFTH THIRD BANK, having a mailing address at 38 Fountain Square Plaza, MD #10908F, Cincinnati, Ohio 45263 (“Lender”).

BACKGROUND

World Dryer Corporation, a Delaware corporation (“World Dryer”), Borrower and Lender have entered into a Second Amended and Restated Credit Agreement of even date herewith (as the same may be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the “Credit Agreement”) providing for financial accommodations by Lender to Borrower and World Dryer. In order to induce Lender to execute and deliver the Credit Agreement, Borrower agreed to execute and deliver to Lender this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, this “Agreement”).

NOW, THEREFORE, in consideration of the premises, Borrower and Lender hereby agree as follows:

1. Defined Terms. All capitalized terms used herein which are not otherwise defined herein shall have the meanings given to them in the Credit Agreement and the following terms shall have the following meanings, unless the context otherwise requires:

“Code” shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of Ohio.

“Collateral” shall have the meaning assigned to it in Section 2 of this Agreement.

“Licenses” shall mean the trademark license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended, modified or supplemented.

“Proceeds” shall have the meaning assigned to it under Section 1309.102(64) of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Trademarks” shall mean the registered trademarks and pending applications shown in the attached Schedule A, and those U.S. trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or any State thereof, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Lender a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all Trademarks hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower’s right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Accounts, contract rights and General Intangibles (as defined in the Code) arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereafter collectively called the “Collateral”; provided, that, Collateral shall not include, with respect to Borrower (collectively, the “Excluded Collateral”):

(A) “intent-to-use” trademarks until such time as Borrower begins to use such trademarks; and

(B) any item of General Intangibles that is now or hereafter held by Borrower but only to the extent that any such item of General Intangibles (or any agreement evidencing any such item of General Intangibles) contains a term or is subject to a rule of law, statute or regulation that restricts, prohibits, or requires a consent (that has not been obtained) of a Person (other than Borrower) to the creation, attachment or perfection of the security interest granted herein, and any such restriction, prohibition and/or requirement of consent is effective and enforceable under applicable law and is not rendered ineffective by applicable law (including, without limitation, pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC) (collectively, the “General Restriction Exclusions”);

provided further, that, notwithstanding the foregoing proviso, immediately and automatically upon the ineffectiveness, inapplicability, lapse or termination of any such restrictions (each, a “Restriction” and collectively, the “Restrictions”), Collateral shall include, and Borrower shall be

automatically deemed to have granted (effective on and after such ineffective, inapplicability, lapse or termination) a security interest in and Lien on, all such assets, rights, property and interests, as the case may be, as if such provision had never been in effect; and provided further, that, (1) notwithstanding any such Restriction, Collateral shall, to the extent such Restriction does not by its terms apply expressly thereto, include all rights incident or appurtenant to any such rights or interests, any substitutions or replacements of any Excluded Property, and the right to receive all proceeds and products derived from or in connection with such rights and interests and (2) without limiting the generality of the General Restriction Exclusions or the foregoing clause (1) and for the avoidance of any doubt, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall, or shall be construed to, (I) exclude any Account, chattel paper under which Borrower is the lessor, payment intangible, promissory note, agreement with an account debtor or a customer to the extent such agreement itself constitutes an Account or is necessary for Lender to enforce or collect an Account arising therefrom, Inventory, or any of the proceeds or products of any of the foregoing, from the definition of Collateral or (II) preclude the creation, attachment, perfection or enforcement of a security interest hereunder in any Account, chattel paper under which Borrower is the lessor, payment intangible, promissory note, agreement with an account debtor or a customer to the extent such agreement itself constitutes an Account or is necessary for Lender to enforce or collect an Account arising therefrom, Inventory, or any of the proceeds or products of any of the foregoing.

3. Representations and Warranties. As of the date hereof, Borrower covenants and warrants that:

(a) The material Trademarks are subsisting and, to Borrower's knowledge, have not been adjudged invalid or unenforceable in whole or in part;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(c) To Borrower's knowledge, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the material Trademarks, free and clear of any Liens, charges and encumbrances (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for the Licenses disclosed on Schedule I attached hereto and other Permitted Liens;

(e) Borrower has the right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice, where appropriate, in connection with its use of the material Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the material Trademarks.

4. New Trademarks and Licenses.

(a) If, before the Obligations shall have been irrevocably paid in full, Borrower shall obtain rights to any new Licenses or Trademarks or become entitled to the benefit of any trademark application or trademark for any reissue, division, continuation, renewal, extension, or continuation in part of any Trademark or any improvement on any Trademark, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof.

(b) Borrower grants Lender a power-of-attorney, irrevocable so long as the Credit Agreement is in existence, to modify this Agreement by amending (i) Schedule I to include any future Licenses or (ii) Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Agreement.

5. Covenants. Borrower covenants and agrees with Lender that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the Liens and security interests granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount in excess of \$25,000 payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be promptly pledged to Lender hereunder, duly endorsed in a manner reasonably satisfactory to Lender.

(b) Maintenance of Trademarks. Except as otherwise permitted by the Loan Documents, Borrower will not do any act, or omit to do any act, whereby the material Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Lender promptly if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to halt the infringement of the material Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses.

(c) Indemnification. Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees and expenses) arising out of Borrower's operations of its business from Borrower's use of the Trademarks. In any suit, proceeding or action brought by Lender under any material License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of

the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Lender.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove, any Lien, security interest, encumbrance, claim or right, in or to the Collateral other than Permitted Liens, and will defend the right, title and interest of Lender in and to any of Borrower's rights under any material License and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not amend, modify, terminate or waive any provision of any material License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral.

(f) Notices. Borrower will advise Lender promptly, in reasonable detail, (i) of any material Lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral and (iii) of the occurrence of any other event which would have a material adverse effect on the value of the Collateral as a whole or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or Lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of Lender, in each case except as permitted under the other Loan Documents.

(h) Exercise of Rights; Delivery of Notices. Borrower shall (i) exercise in its business judgment each and every material right which it may have under each License (other than any right of termination) and (ii) deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

6. Lender's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name

or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, Liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Agreement, and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do.

(b) This power of attorney is a power coupled with an interest and shall be irrevocable until this Agreement is terminated and the Liens created hereby are released. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Agreement.

(c) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross (not mere) negligence or willful misconduct.

(d) Borrower also authorizes Lender to execute, in connection with the sale provided for in paragraph 10(b) of this Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

7. [Reserved.]

8. Performance by Lender of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Lender, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Borrower to Lender on demand and shall constitute Obligations secured hereby.

9. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) Lender may exercise in addition to all other rights and remedies granted to it in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorneys' fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

10. Termination. At such time as the Obligations are irrevocably satisfied in full and the Credit Agreement is irrevocably terminated, this Agreement shall terminate and Lender shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

11. Notices. Any notice to Lender or Borrower under this Agreement shall be given in the manner and to the parties designated in the Credit Agreement.

12. No Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Exercise of one or more remedy(ies) by Lender does not require that all or any other remedy(ies) be exercised and does not preclude later exercise of the same remedy. If there is any conflict, ambiguity, or inconsistency, in Lender's good faith judgment, between the terms of this Agreement and any of the other Loan Documents, then the applicable terms and provisions, in Lender's judgment exercised in good faith, providing Lender with the greater rights, remedies, powers, privileges, or benefits will control.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. No Modification Except in Writing. Except as provided in paragraph 4, no amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing executed by the parties hereto.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender, all future holders of the Obligations and their respective successors and permitted assigns, except that Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Lender.

17. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio (without regard to conflicts of law principles).

18. Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

19. Counterparts; Facsimile. This Agreement may be executed by the parties hereto in one or more counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one and the same agreement. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature hereto.

20. Miscellaneous. The definition of any document, instrument or agreement includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, restatements, amendments and other modifications thereof. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this Agreement" and words of similar import refer to this entire document; "including" is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Borrower is to be taken promptly, unless the context clearly indicates the contrary.

The description of the Collateral in this Agreement does not in any way limit the description of, or Lender's Lien on, the "Collateral" as defined in the Security Agreement between Borrower and Lender dated as of the date hereof (as the same may hereafter be amended, renewed, consolidated, restated, replaced or otherwise modified from time to time, the "Security Agreement") or Lender's rights or remedies respecting the "Collateral" (as defined in the Security Agreement). Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Lender under the Security Agreement or any other Loan Documents, which security interests and other Liens, Borrower, by this Agreement, acknowledges, reaffirms and confirms to Lender.

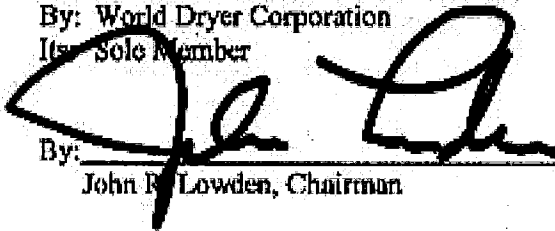
21. Jury Waiver. LENDER AND BORROWER HEREBY WAIVE THE RIGHT TO TRIAL BY JURY OF ANY MATTERS ARISING OUT OF THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written, to be effective on and after the Effective Time of Merger.

AMERI-DRY ACQUISITION LLC

By: World Dryer Corporation
Its Sole Member

By: 
John R. Lowden, Chairman

FIFTH THIRD BANK

By: _____
Gregory S. Calhoun, Assistant Vice President

SIGNATURE PAGE TO
TRADEMARK COLLATERAL SECURITY AGREEMENT

TRADEMARK
REEL: 005749 FRAME: 0324

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written, to be effective on and after the Effective Time of Merger.

AMERI-DRY ACQUISITION LLC

By: World Dryer Corporation
Its: Sole Member

By: _____
John R. Lowden, Chairman

FIFTH THIRD BANK

By: Gregory S. Calhoun
Gregory S. Calhoun, Assistant Vice President

SCHEDULE A

Trademark	Jurisdiction	Application No.	Registration No.	Application Date	Registration Date
COLD PLASMA CLEAN	US	86101707	4832464	October 25, 2013	October 13, 2015
CPC	US	86101633	4693185	October 25, 2013	February 24, 2015
CPC	US	86101781	4689612	October 25, 2013	February 17, 2015
COLD PLASMA CLEAN	US	86101569	4689609	October 25, 2013	February 17, 2015
REVOLUTION	US	85805754		December 18, 2012	
EXTREMEAIR	US	77178496	3450556	May 11, 2007	June 17, 2008
GLOBAL DRYER	US	73018636	1010384	April 12, 1974	May 13, 1975
AMERICAN DRYER	US	71659841	0609861	January 21, 1954	August 2, 1955
REVOLUTION	Canada	1607770	TMA877823	December 20, 2012	May 13, 2014
AMERICAN DRYER	Canada	1526791	TMA867984	May 6, 2011	December 24, 2013
EXTREMEAIR Cross References: EXTREME AIR	Canada	1526793	TMA876819	May 6, 2011	April 30, 2014
GLOBAL DRYER	Canada	1526794	TMA824156	May 6, 2011	May 15, 2012
CPC	European Community Trademark	12810156	12810156	April 22, 2014	September 17, 2014
Cold Plasma Clean	European Community Trademark	12810388	12810388	April 22, 2014	September 17, 2014
AMERICAN DRYER	European Community Trademark	12680971	12680971	March 11, 2014	August 4, 2014

SCHEDULE I

LICENSES

- Trademark License Agreement dated April 16, 2010 with Category Five Technologies, Inc.