

**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
DUCTZ HOLDINGS LLC		08/01/2007	LIMITED LIABILITY COMPANY: MICHIGAN

**RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	2924554	DUCTZ
Registration Number:	2890540	DUCTZ
Serial Number:	77124037	DUCTZ INDOOR AIR PROFESSIONALS
Serial Number:	77124036	DUCTZ INDOOR AIR PROFESSIONALS
Registration Number:	2915774	DUCTZ
Registration Number:	2982001	DUCTZ
Registration Number:	1747443	DUCTBUSTERS
Registration Number:	1698024	

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (212) 455-7609  
 Email: ksolomon@stblaw.com  
 Correspondent Name: Kirstie Howard, Esq.

OP \$215.00 2924554

Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 509265/1209

NAME OF SUBMITTER: Kirstie Howard

Signature: /kh/

Date: 10/31/2007

Total Attachments: 7  
source=DUCTZT#page1.tif  
source=DUCTZT#page2.tif  
source=DUCTZT#page3.tif  
source=DUCTZT#page4.tif  
source=DUCTZT#page5.tif  
source=DUCTZT#page6.tif  
source=DUCTZT#page7.tif

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 1, 2007 is made by DUCTZ HOLDINGS LLC, a Michigan limited liability company (the "Additional Grantor"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of November 3, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among BELFOR HOLDINGS INC., a Delaware corporation, BELFOR (USA) LTD., a Delaware corporation, BELFOR USA GROUP INC., a Colorado corporation (the "Borrower"), BELFOR EUROPE GmbH, a German corporation (the "European Borrower," together with the Borrower, the "Borrowers"), the Lenders, the Agent, FIFTH THIRD BANK and LASALLE BANK MIDWEST N.A., as Co-Documentation Agents, and KEYBANK N.A., as Syndication Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrowers and certain of their subsidiaries (other than the Additional Grantor) executed and delivered a Guarantee and Collateral Agreement, dated as of November 3, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, the Additional Grantor became a party to the Guarantee and Collateral Agreement by executing an Assignment and Assumption Agreement dated August 1, 2007;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Additional Grantor has pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Additional Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers pursuant to the Credit Agreement, the Additional Grantor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the

meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Additional Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Additional Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Additional Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Additional Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 30<sup>th</sup> day of October, 2007.

DUCTZ HOLDINGS LLC  
as Additional Grantor

By:   
Name: Joseph Collins  
Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 7<sup>th</sup> day of October, 2007.

DUCTZ HOLDINGS LLC  
as Additional Grantor

By: \_\_\_\_\_  
Name:  
Title:


JPMORGAN CHASE BANK, N.A.  
as Administrative Agent for the Lenders

By: Richard C Ellis  
Name: Richard C Ellis  
Title: SVP

ACKNOWLEDGMENT OF ADDITIONAL GRANTOR

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF OAKLAND )

On the 30<sup>th</sup> day of October, 2007, before me personally came JOSEPH COVINO, who is personally known to me to be the CEO of DUCTZ HOLDINGS LLC, a Michigan limited liability company; who, being duly sworn, did depose and say that she/he is the CEO in such limited liability company, the limited liability company described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such limited liability company; and that she/he acknowledged said instrument to be the free act and deed of said limited liability company.

  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF Michigan )  
COUNTY OF Oakland )<sup>SS</sup>

On the 29<sup>th</sup> day of October, 2007, before me personally came Richard C Ellis, who is personally known to me to be the SVP of JPMORGAN CHASE BANK, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the SVP in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

JEANEEN M. BYERS  
NOTARY PUBLIC - MICHIGAN  
OAKLAND COUNTY  
MY COMMISSION EXPIRES 01-28-2011

Jeanne M. Byers  
Notary Public

(PLACE STAMP AND SEAL ABOVE)



**SCHEDULE A**

**U.S. Trademark Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
DUCTZ	2,924,554
DUCTZ	2,890,540
DUCTZ INDOOR AIR PROFESSIONALS & Design	77/124,037
DUCTZ INDOOR AIR PROFESSIONALS & Design	77/124,036
DUCTZ & Design	2,915,774
DUCTZ & Design	2,982,001
DUCTBUSTERS	1,747,443
DUCK LOGO	1,698,024

509265-1209-10476-NY01.2679732.1

10/30/2007 8:19 AM

RECORDED: 10/31/2007

TRADEMARK  
REEL: 003651 FRAME: 0071