

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
Thermax, Inc.		12/28/2005	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	J & M Davis Enterprises, L.L.C.		
Street Address:	3315 East Texas Street		
City:	Bossier City		
State/Country:	LOUISIANA		
Postal Code:	71111		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1447054	MADE IN AMERICA	
Registration Number:	1124860	THERMAX	
Registration Number:	1803071	THERMAX	
Registration Number:	1917230	THERMINATOR	
Registration Number:	1138555	THERMAX	
CORRESPONDENCE DATA			
Fax Number:	(202)331-4308		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2022937060		
Email:	trademark@sughrue.com		
Correspondent Name:	Cynthia C. Weber		
Address Line 1:	2100 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 800		
Address Line 4:	WASHINGTON, DISTRICT OF COLUMBIA 20037		
ATTORNEY DOCKET NUMBER:	400359		

CH \$140.00 1447054

NAME OF SUBMITTER:	Cynthia C. Weber
Signature:	/Cynthia C. Weber/
Date:	02/27/2006
Total Attachments: 2 source=THERMAX Security Agreement#page1.tif source=THERMAX Security Agreement#page2.tif	

GRANT OF SECURITY INTEREST

THIS GRANT OF SECURITY INTEREST ("Agreement"), dated as of DEC. 28th, 2005 is made by J & M Davis Enterprises, L.L.C., a limited liability company organized under the laws of Louisiana (the "Purchaser"), in favor of Thermax, Inc. a corporation organized under the laws of Nevada (the "Seller"), parties to the Purchase Agreement, dated as of NOV. 18th, 2005 ("Purchase Agreement").

WITNESSETH:

WHEREAS, pursuant to the Purchase Agreement, the Purchaser has agreed to permit the Seller to use Subject Property and Collateral (as defined in the Purchase Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Purchase Agreement, the Purchaser pledged and granted to the Seller for the benefit of the Seller a continuing security interest in all certain Subject Property and Collateral (as defined in the Purchase Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Purchaser to satisfy the conditions of purchase pursuant to the Purchase Agreement, the parties hereto agree, for the benefit of the Seller and the Purchaser, 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 Purchase Agreement.

SECTION 2. Grant of Security Interest. The Purchaser hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys:

- (a) All patents, trademarks, tradenames, trade secrets and other intellectual property rights associated with the invention, creation, development, manufacturing and marketing of the Thermax AF and AF1 home environment cleaning systems (collectively the "AF1") and the Thermax AF2 reduced size home environment cleaning system ("AF2");
- (b) All physical assets associated with the invention, creation, development, manufacturing and marketing of the AF1 and AF2, including, but without limitation, all forms, tooling, moldings, instructions and manuals;
- (c) Any and all contracts and other agreements with any supplier of components for the manufacturing of the AF1 and AF2; and

B.B.P.
12-28-05

(d) Any and all agreements with any person, company or association that is marketing the AF1 and AF2

to the Seller for the benefit of the Seller to secure performance and observance of the Obligations in the Purchase Agreement. The patents and trademarks listed in (a) are defined in Schedule A hereto

SECTION 3. Purpose. This Agreement has been executed and delivered by the Purchaser 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 Seller in connection with the Purchase Agreement and is expressly subject to the terms and conditions thereof. The Purchase Agreement (and all rights and remedies of the Purchaser there under) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Purchaser does hereby further acknowledge and affirm that the rights and remedies of the Seller with respect to the security interest in the Subject Property and Collateral granted hereby are more fully set forth in the Purchase Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

J & M DAVIS ENTERPRISES, L.L.C.

By: [Signature]
Name: JASON DAVIS
Title: CEO

THERMAX, INC.

By: [Signature]
Name: Brian Bishop-Parise
Title: PRESIDENT

B.B.P.
12-28-05

RECORDED: 02/27/2006

TRADEMARK
REEL: 003254 FRAME: 0794