

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Acceptance of Security Agreement (Trademarks)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)		01/31/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	One Federal Street
Internal Address:	Mail Stop MA5-503-07-19
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 63

Property Type	Number	Word Mark
Serial Number:	76323239	AEROTRAP
Registration Number:	2778572	AQUIFER
Serial Number:	75507531	BUG OFF!
Serial Number:	76419474	BUGOFF
Registration Number:	1913166	DUNLAP
Registration Number:	1900548	DYNAFILTER
Registration Number:	2246527	HEALTHMIST
Registration Number:	1902350	KAZ
Registration Number:	2882244	NOSQUITO
Registration Number:	2909058	NOSQUITO
Registration Number:	2511240	PULSAR
Registration Number:	2183631	SAFEGUARD

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Registration Number:	2033189	SMARTHEAT
Registration Number:	2693582	SMARTTEMP
Registration Number:	2865653	SOFTHEAT
Registration Number:	1952734	THERASTEAM
Registration Number:	2398594	CHERRY HILL
Registration Number:	2589813	CIRCU-BREEZE
Registration Number:	2434026	COOL SKIES
Registration Number:	1619729	DURACRAFT
Registration Number:	2019562	DURAFREE
Registration Number:	1946197	DURASEPT
Registration Number:	1099390	ENVIRACAIRE
Registration Number:	2791840	ENVIRACAIRE ELITE
Registration Number:	2823013	ENVIRONIZER
Registration Number:	2355790	FAN MANAGER
Registration Number:	1578861	HEAT EXPRESS
Registration Number:	2091569	HEAT FURNACE PLUS
Registration Number:	2406745	INTELLI-CHECK
Registration Number:	2302650	KEY BISCAYNE
Registration Number:	2828127	MEGA TURBO
Registration Number:	2202324	
Registration Number:	2041475	
Registration Number:	2057938	MOISTURE MAX
Registration Number:	2159150	NATURAL COOL MOISTURE
Registration Number:	1725398	NATURAL MOISTURE
Registration Number:	2027405	NATURAL WARM MOISTURE
Registration Number:	2396193	NEWBURYPORT
Registration Number:	2570342	PIVOT BREEZE
Registration Number:	2498702	POWER TURBO
Registration Number:	2503264	QUICK HEAT
Registration Number:	2352526	QUIETCARE
Registration Number:	1984785	REMOVE AND RINSE
Registration Number:	1626856	SAFEGUARD
Registration Number:	2191271	SILENT HEAT
Registration Number:	2610588	SILENT SURROUND
Registration Number:	2375054	SMART RESPONSE

Registration Number:	2444866	SMART VISION
Registration Number:	2352489	SOLAR SCREEN
Registration Number:	2414520	SUPER TECH
Registration Number:	2484111	SUPER TURBO
Registration Number:	2216584	SURROUND HEAT
Registration Number:	2265796	SURROUNDSEAL
Registration Number:	2282662	THE SCIENCE OF CLEAN AIR
Registration Number:	2352405	THERMOMONITOR
Registration Number:	2032828	TOUGH GUY
Registration Number:	2815932	TURBO
Registration Number:	2331701	TURBO FORCE
Registration Number:	1546287	TURBO-AIRE
Registration Number:	1892639	TWINDOW
Registration Number:	2468127	WHISPER FLOW
Registration Number:	2263865	WHISPER MIST
Serial Number:	78111410	AIR CADDY

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617.239.0760
Email: srblack@eapdlaw.com
Correspondent Name: S. Ryan Black, Paralegal
Address Line 1: Edwards Angell Palmer & Dodge LLP
Address Line 2: 111 Huntington Avenue
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	209997/16
NAME OF SUBMITTER:	S. Ryan Black
Signature:	/S Ryan Black/
Date:	02/28/2006

Total Attachments: 7
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**INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE
OF SECURITY AGREEMENT (TRADEMARKS)**

This INSTRUMENT OF ASSIGNMENT AND ACCEPTANCE, dated as of January 31, 2006, (this "Assignment") is between BANC OF AMERICA LEASING & CAPITAL, LLC (successor to Fleet Capital Corporation), as assignor ("Assignor") and BANK OF AMERICA, N.A., as assignee ("Assignee").

WITNESSETH:

WHEREAS, Assignor, as successor of Fleet Capital Corporation, was the original Administrative Agent and Collateral Agent under that certain Credit and Security Agreement dated as of June 27, 2002, (as amended, modified, restated and supplemented from time to time, the "Credit Agreement") among Kaz, Inc., Kaz USA, Inc. (formerly named Honeywell Consumer Products, Inc.), Kaz Canada, Inc. (formerly named Honeywell Consumer Products (Canada) Inc.), the lenders party thereto from time to time and Assignor;

WHEREAS, Assignor was the original grantee under the Loan Documents (as defined in the Credit Agreement), including without limitation that certain Security Agreement (Trademarks) dated as of June 27, 2002 (the "Trademarks Agreement"; terms used herein but not otherwise defined herein shall have the meanings given to them in the Trademarks Agreement) by and among the Pledgors party thereto and Assignor, securing the Obligations under or in respect of the Credit Agreement and the other Loan Documents;

WHEREAS, on the date hereof, Assignor transferred and assigned all of its interest in and to its rights and obligations under the Credit Agreement to Assignee;

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby assigns and transfers irrevocably to Assignee, in its capacity as lender and as grantee under the Trademarks Agreement, and its successors and assigns, all the properties, rights, powers and duties of Assignor in, to and under the Trademarks Agreement, and to the extent permitted under the Credit Agreement, the security interest in all of the right, title and interest in and to the trademarks and/or trademark applications of such Pledgor, either owned or used by such Pledgor, including without limitation, the United States registered trademarks and/or trademark applications listed on Schedule I attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgors' rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively with the Trademarks, the "Trademark Collateral").

2. Assignee hereby accepts such assignment and accepts all the properties, rights, powers and duties of Assignor under and pursuant to the Trademarks Agreement, and the security interest in all of the right, title and interest in and to the Trademark Collateral of each Pledgor party to the Trademarks Agreement, including without limitation, the Trademarks.

3. Assignor will, at the expense of the Borrowers and at any time and from time to time,

promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Assignee may reasonably request, in order to transfer any of the properties, rights, powers and duties granted or purported to be granted hereby or to enable Assignee to exercise and enforce its rights and remedies under the Trademarks Agreement.

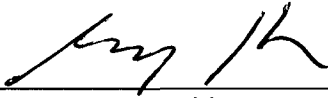
4. This Assignment shall in all respects be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts including all matters of construction, validity and performance.

5. This Assignment may be executed in counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first written above.

BANC OF AMERICA LEASING & CAPITAL, LLC
(successor to FLEET CAPITAL CORPORATION),
as Assignor

By: 
Name: Gregory Kress
Title: Vice President

BANK OF AMERICA, N.A.,
as Assignee

By: 
Name: Gregory Kress
Title: Vice President

SIGNATURE PAGE TO ASSIGNMENT AND ACCEPTANCE OF SECURITY AGREEMENT (TRADEMARKS)

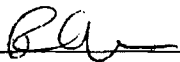
TRADEMARK
REEL: 003255 FRAME: 0286

ACCEPTED AND AGREED
this 31st day of January, 2006:


KAZ, INC.

By: 
Name: *Richard Katzman*
Title: *Chief Executive Officer*

KAZ USA, INC.
(successor to Honeywell Consumer Products, Inc.)

By: 
Name: *Richard Katzman*
Title: *Chief Executive Officer*

KAZ CANADA, INC.
(successor to Honeywell Consumer Products (Canada) Inc.)

By: 
Name: *Richard Katzman*
Title: *Chief Executive Officer*

SCHEDULE I
to Instrument of Assignment and Acceptance
of Security Agreement (Trademarks)

<u>Trademark</u>	<u>Reg. No.</u>
AEROTRAP	76/323,239
AQUIFIER	2,778,572
BUG OFF! AND DESIGN	75,507,531
BUGOFF	76/419,474
DUNLAP & DESIGN	1,913,166
DYNAFILTER	1,900,548
HEALTHMIST	2,246,527
KAZ	1,902,350
NOSQUITO	2,882,244
NOSQUITO	2,909,058
PULSAR	2,511,240
SAFEGUARD	2,183,631
SMART HEAT	2,033,189
SMARTTEMP	2,693,582
SOFTHEAT	2,865,653
THERASTEAM	1,952,734
AIR CADDY	78/111,410
CHERRY HILL	2,398,594
CIRCU-BREEZE	2,589,813
COOL SKIES	2,434,026
DURACRAFT	1,619,729

<u>Trademark</u>	<u>Reg. No.</u>
DURAFREE	2,019,562
DURASEPT	1,946,197
ENVIRACAIRE	1,099,390
ENVIRACAIRE ELITE	2,791,840
ENVIRONIZER	2,823,013
FAN MANAGER	2,355,790
HEAT EXPRESS	1,578,861
HEAT FURNACE PLUS	2,091,569
INTELLI-CHECK	2,406,745
KEY BISCAYNE	2,302,650
MEGA TURBO	2,828,127
MISC. DESIGN (COLOR GREEN)	2,202,324
MISC.DESIGN - HUB DESIGN	2,041,475
MOISTURE MAX	2,057,938
NATURAL COOL MOISTURE	2,159,150
NATURAL MOISTURE	1,725,398
NATURAL WARM MOISTURE	2,027,405
NEWBURYPORT	2,396,193
PIVOT BREEZE	2,570,342
POWER TURBO	2,498,702
QUICK HEAT	2,503,264
QUIETAIRE	2,352,526
QUIETCARE	2352526

<u>Trademark</u>	<u>Reg. No.</u>
REMOVE AND RINSE	1984785
SAFEGUARD	1626856
SILENT HEAT	2191271
SILENT SURROUND	2,610,588
SMART RESPONSE	2,375,054
SMART VISION	2,444,866
SOLAR SCREEN	2,352,489
SUPER TECH	2,414,520
SUPER TURBO	2,484,111
SURROUND HEAT	2,216,584
SURROUNDSEAL	2,265,796
THE SCIENCE OF CLEAN AIR	2,282,662
THERMOMONITOR	2,352,405
TOUGH GUY	2,032,828
TURBO	2,815,932
TURBO FORCE	2,331,701
TURBO-AIRE	1,546,287
TWINDOW	1,892,639
WHISPER FLOW	2,468,127
WHISPER MIST	2,263,865