

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Notice of Change of Collateral Agent- Trademark Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-----------------------|
| Antares Capital Corporation, as Collateral Agent | | 03/30/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | General Electric Capital Corporation, as Collateral Agent |
| Street Address: | 500 W Monroe |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60661 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 38

| Property Type | Number | Word Mark |
|----------------------|---------|--------------------------|
| Registration Number: | 2773729 | CAREMEDX |
| Registration Number: | 2771837 | TRU-TURN |
| Registration Number: | 2773730 | AIRETOUCH |
| Registration Number: | 2775804 | AIR EXPRESS |
| Registration Number: | 2769346 | TRU-AIRE |
| Registration Number: | 2783302 | O2ZONED |
| Registration Number: | 2707260 | SURE-FLOAT |
| Registration Number: | 2824090 | ACTIVE SENSOR TECHNOLOGY |
| Registration Number: | 2936771 | SYMMETRIC.AIRE |
| Registration Number: | 2760044 | K-THERMIA |
| Registration Number: | 2654042 | GAYMAR |
| Registration Number: | 2640751 | PURGEL |
| Registration Number: | 2640750 | PURGEL |
| Registration Number: | 2577338 | SIDE-GARDS |

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|----------------------|---------|--|
| Registration Number: | 2563036 | K-MOD |
| Registration Number: | 2390508 | |
| Registration Number: | 2390427 | ISOFLEX |
| Registration Number: | 2435743 | WHERE QUALITY CARE MEETS THE BOTTOM LINE |
| Registration Number: | 2390428 | ISOLIBRIUM |
| Registration Number: | 2335005 | CLINI-DYNE |
| Registration Number: | 2295910 | MEDI-THERM II |
| Registration Number: | 2315946 | MEDI-TEMP II |
| Registration Number: | 2294433 | MEDI-THERM |
| Registration Number: | 2502315 | TEMPERATURE MANAGEMENT CONTINUUM |
| Registration Number: | 2205100 | PLEXUS |
| Registration Number: | 2166404 | SOF-PRESS |
| Registration Number: | 2143251 | CLINI-FLOAT |
| Registration Number: | 2012483 | SOF-MATT |
| Registration Number: | 2046338 | PAL |
| Registration Number: | 2022327 | COMPANION |
| Registration Number: | 1853012 | SPR-PLUS |
| Registration Number: | 1622554 | TOP-GARD |
| Registration Number: | 1648054 | CSI |
| Registration Number: | 1273172 | DISPOS.A.PROBE |
| Registration Number: | 1095061 | GAYMAR |
| Registration Number: | 1095062 | T/PUMP |
| Registration Number: | 1106908 | PILLO-PUMP |
| Registration Number: | 0687635 | K- |

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 207170-121 |
| NAME OF SUBMITTER: | Kristin Brozovic |
| Signature: | /Kristin Brozovic/ |

TRADEMARK

Date:

03/31/2009

Total Attachments: 6

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NOTICE OF CHANGE OF COLLATERAL AGENT –
TRADEMARK SECURITY AGREEMENT

Dated: March 30, 2009

WHEREAS, GAYMAR INDUSTRIES, INC., a New York corporation (“Gaymar”), has entered into that certain Security Agreement dated as of February 14, 2003 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the “Security Agreement”) among Gaymar, the other “Debtors” from time to time party thereto, and ANTARES CAPITAL CORPORATION (“Antares”), as Collateral Agent (as defined in the Security Agreement) for the benefit of certain secured parties (the “Secured Parties”), to secure certain of obligations and liabilities of Gaymar to such Secured Parties;

WHEREAS, pursuant to the Security Agreement, Gaymar granted a first priority security interest in substantially all of Gaymar’s assets, whether then existing or thereafter created or acquired to Antares, as Collateral Agent, for the benefit of the Secured Parties, on the terms and conditions more fully set forth in the Security Agreement;

WHEREAS, Gaymar and Antares, as Collateral Agent, entered into that certain Trademark Security Agreement, dated as of February 14, 2003 (the “Trademark Security Agreement”), which Trademark Security Agreement was recorded on February 25, 2003 in the United States Patent and Trademark Office, Trademark Division, at Reel 2682, Frame 0039; and

WHEREAS, pursuant to the Trademark Security Agreement, Gaymar granted to Antares, as Collateral Agent, a continuing security interest in all of Gaymar’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”), in each case, whether then existing or thereafter created or acquired:

- (1) each Trademark (as defined in the Security Agreement), Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Gaymar against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

WHEREAS, Antares has resigned as Collateral Agent under the Security Agreement and the Trademark Security Agreement and GENERAL ELECTRIC CAPITAL CORPORATION (“GE Capital”) has replaced Antares as Collateral Agent thereunder for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto hereby agree and confirm that:

1. Antares has ceased to be the Collateral Agent for the benefit of the Secured Parties under the Security Agreement and the Trademark Security Agreement;
2. GE Capital is now the Collateral Agent for the benefit of the Secured Parties under the Security Agreement and the Trademark Security Agreement;
3. Antares, as Collateral Agent’s first priority security interest in the Trademark Collateral and all of its interests, rights and obligations in, to and/or under the Trademark Security Agreement are hereby assigned and transferred to GE Capital as Collateral Agent for the benefit of the Secured Parties; and
4. the execution and delivery of this Assignment shall not in any way affect or modify the liability of Gaymar under the Security Agreement or the Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Notice of Change of Collateral Agent – Trademark Security Agreement (this “Assignment”), all of the obligations of Gaymar under the Security Agreement and Trademark Security Agreement shall be and remain enforceable by GE Capital, as Collateral Agent, or by its successors and assigns in such capacity, against Gaymar.

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

ANTARES CAPITAL CORPORATION, as
resigning Collateral Agent

By: Carrie Goldfeder
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Collateral Agent

By: Carrie Goldfeder
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

Acknowledged and Agreed:

GAYMAR INDUSTRIES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

ANTARES CAPITAL CORPORATION, as
resigning Collateral Agent

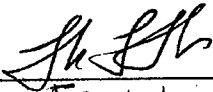
By: _____
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Collateral Agent

By: _____
Name: Carrie Goldfeder
Its: Duly Authorized Signatory

Acknowledged and Agreed:

GAYMAR INDUSTRIES, INC.

By: 
Name: Frank L. Lumber
Title: CEO

Notice of Change of Collateral Agent -- Trademark Security Agreement (Gaymar)

TRADEMARK
REEL: 003962 FRAME: 0079

SCHEDULE 1

REGISTERED TRADEMARKS

| Mark | Application Number | Application Date | Registration Number | Registration Date |
|--|--------------------|------------------|---------------------|-------------------|
| CAREMEDX | 78188458 | 11/25/2002 | 2773729 | 10/14/2003 |
| TRU-TURN | 78188489 | 11/25/2002 | 2771837 | 10/07/2003 |
| AIRETOUCH | 78188492 | 11/25/2002 | 2773730 | 10/14/2003 |
| AIR EXPRESS | 78188473 | 11/25/2002 | 2775804 | 10/21/2003 |
| TRUE-AIRE | 78188476 | 11/25/2002 | 2769346 | 09/30/2003 |
| O2ZONED | 78142059 | 07/08/2002 | 2783302 | 11/11/2003 |
| SURE-FLOAT | 78140312 | 07/01/2002 | 2707260 | 04/15/2003 |
| ACTIVE SENSOR TECHNOLOGY | 78139918 | 06/28/2002 | 2824090 | 03/16/2004 |
| SYMMETRIC.AIRE | 78138064 | 06/24/2002 | 2936771 | 03/29/2005 |
| K-THERMIA | 76379533 | 03/07/2002 | 2760044 | 09/02/2003 |
| GAYMAR | 76329818 | 10/24/2001 | 2654042 | 11/26/2002 |
| PURGEL | 76218396 | 03/01/2001 | 2640751 | 10/22/2002 |
| PURGEL | 76218395 | 03/01/2001 | 2640750 | 10/22/2002 |
| SIDE-GARDS | 76051230 | 05/18/2000 | 2577338 | 06/11/2002 |
| K-MOD | 76039589 | 05/03/2000 | 2563036 | 04/23/2002 |
| DESIGN ONLY | 75718955 | 05/28/1999 | 2390508 | 09/26/2000 |
| ISOFLEX | 75618436 | 01/11/1999 | 2390427 | 09/26/2000 |
| WHERE QUALITY CARE MEETS THE BOTTOM LINE | 75618438 | 01/11/1999 | 2435743 | 03/13/2001 |
| ISOLIBRIUM | 75618437 | 01/11/1999 | 2390428 | 09/26/2000 |
| CLINI-DYNE | 75592464 | 11/20/1998 | 2335005 | 03/28/2000 |
| MEDI-THERM II | 75568491 | 10/07/1998 | 2295910 | 11/30/1999 |
| MEDI-TEMP II | 75561605 | 09/29/1998 | 2315946 | 02/08/2000 |
| MEDI-THERM | 75561826 | 09/29/1998 | 2294433 | 11/23/1999 |
| TEMPERATURE MANAGEMENT CONTINUUM | 75388544 | 11/12/1997 | 2502315 | 10/30/2001 |
| PLEXUS | 75289630 | 05/09/1997 | 2205100 | 11/24/1998 |
| SOF-PRESS | 75149351 | 08/13/1996 | 2166404 | 06/16/1998 |
| CLINI-FLOAT | 75075868 | 03/19/1996 | 2143251 | 03/10/1998 |
| SLF-MATT | 74585591 | 10/14/1994 | 2012483 | 10/29/1996 |
| PAL | 74583420 | 10/07/1994 | 2046338 | 03/18/1997 |
| COMPANION | 74420711 | 08/05/1993 | 2022327 | 12/10/2006 |
| SPR-PLUS | 74236883 | 01/13/1992 | 1853012 | 09/06/1994 |
| TOP-GARD | 74008611 | 12/07/1989 | 1622554 | 11/13/1990 |
| CSI | 73816527 | 08/02/1989 | 1648054 | 06/18/1991 |
| DISPOS.A.PROBE | 73376830 | 07/27/1982 | 1273172 | 04/03/2004 |

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|-------------|----------|------------|---------|------------|
| GAYMAR | 73132578 | 07/01/1977 | 1095061 | 07/04/1978 |
| T/PUMP | 73132579 | 07/01/1977 | 1095062 | 07/04/1978 |
| PILLOW-PUMP | 73132581 | 07/01/1977 | 1106908 | 11/21/1978 |
| K- | 72068254 | 02/24/1959 | 0687635 | 11/03/1959 |

TRADEMARK APPLICATIONS

None