

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Midwest Air Technologies, Inc.		12/23/2009	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	1201 S Milwaukee Ave.
City:	Libertyville
State/Country:	ILLINOIS
Postal Code:	60048
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	0778681	YARD GARD
Registration Number:	1207850	G & B
Registration Number:	2277635	MAT
Registration Number:	2745141	XTREME KLEEN
Registration Number:	2809613	SECUR-A-POST
Registration Number:	2958062	FARM GARD
Registration Number:	2987537	G&B
Registration Number:	3033227	
Registration Number:	3074887	AIR STREAM
Serial Number:	77866853	SECUR-A-POST

CORRESPONDENCE DATA

Fax Number: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125586352

900160146

**TRADEMARK
 REEL: 004189 FRAME: 0716**

CH \$265.00 0778681

Email: lkonrath@winston.com
Correspondent Name: Laura Konrath
Address Line 1: 35 West Wacker Drive
Address Line 2: Winston & Strawn LLP
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	18103-355
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	04/21/2010

Total Attachments: 5
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AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2009, is between Midwest Air Technologies, Inc., an Illinois corporation ("Grantor"), and JPMorgan Chase Bank, N.A. (the "Secured Party"), as agent for the benefit of the Lenders (as hereinafter defined). Capitalized terms used but not defined herein are used in the manner provided in the Security Agreement (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Grantor has entered into an Amended and Restated Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Security Agreement") with Secured Party, for itself and the lenders referred to therein (the "Lenders"), pursuant to which Grantor has reaffirmed its grant to Secured Party of a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks and Trademark Licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Liabilities; and

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby reaffirm its grant to Secured Party of a continuing security interest in all of Grantor'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"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, including without limitation, each Trademark referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
- (2) each Trademark license, including, without limitation, each Trademark license listed on Schedule 1 annexed hereto, 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 Grantor against third parties for past, present or future (a) infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 annexed hereto and any Trademark licensed under any Trademark

license listed on Schedule 1 annexed hereto, or (b) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Amended and Restated Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

MIDWEST AIR TECHNOLOGIES, INC.

By: *George Puhl*

Title: President and Chief Operating Officer

Acknowledged:

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

By: _____

Title: _____

ACKNOWLEDGMENT

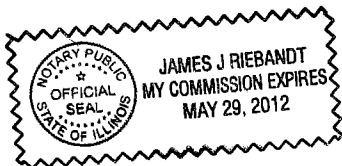
State of Illinois)

County of Lake) ss.

On the date first set forth above before me personally appeared the above-indicated person who executed the foregoing instrument as the above-indicated officer of Midwest Air Technologies, Inc., who being by me duly sworn, did depose and say that he is such officer of such corporation; that the foregoing instrument was executed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.

{Seal}

James J. Riebandt
Notary Public



Signature Page to Amended and Restated Trademark Security Agreement

SCHEDULE I

Midwest Air Technologies, Inc.

<u>Mark</u>	<u>Registration #</u>	<u>Registration Date</u>
YARD GARD	778,681	10/20/1964
G&B & Design	1,207,850	09/14/1982
MAT & Design	2,277,635	09/14/1999
XTREME KLEEN	2,745,141	07/29/2003
SECUR-A-POST	2809613	01/27/2010
FARM GARD	2,958,062	05/31/2005
G&B Design	2,987,537	08/23/2005
Miscellaneous design	3,033,227	12/20/2005
AIR STREAM	3,074,887	03/28/2006

<u>Mark</u>	<u>Application #</u>	<u>Date Filed</u>
SECUR-A-POST	77/866,853	11/06/2009