

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
Midwest Air Technologies, Inc.		09/09/2011	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	1525 West W.T. Harris Blvd.
Internal Address:	MAC 1114-029
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2745141	XTREME KLEEN
Registration Number:	3074887	AIR STREAM
Registration Number:	2277635	MAT
Registration Number:	0778681	YARD GARD
Registration Number:	1207850	G & B
Registration Number:	3033227	
Registration Number:	2987537	G&B
Registration Number:	2958062	FARM GARD
Registration Number:	3892083	SECUR-A-POST
Registration Number:	2809613	SECUR-A-POST

CORRESPONDENCE DATA

Fax Number: (312)698-2710
 Email: rebecca.lederhouse@bakermckenzie.com,

colleen.brennan@bakermckenzie.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Rebecca Lederhouse
Address Line 1: 130 East Randolph Drive
Address Line 2: One Prudential Plaza, Suite 3500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	22009635-000013
NAME OF SUBMITTER:	Rebecca Lederhouse
Signature:	/rebecca lederhouse/
Date:	12/15/2011

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

WHEREAS, Midwest Air Technologies, Inc., an Illinois corporation located at 6700 Wildlife Way, Long Grove, Illinois 60047 (herein referred to as the "Lien Grantor") owns the Trademark Collateral (as defined below);

WHEREAS, MAT Holdings, Inc., an Illinois corporation (the "Borrower"), the Lenders party thereto and Wells Fargo Bank, National Association, as Administrative Agent, Swingline Lender and Issuing Lender, are parties to a Credit Agreement dated as of September 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"); and

WHEREAS, pursuant to (i) that certain Collateral Agreement dated as of September 9, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") among the Borrower, the Lien Grantor, the other Grantors party thereto and Wells Fargo Bank, National Association, in its capacity as administrative agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "Grantee"), and (ii) certain other Security Documents (as defined in the Credit Agreement) (including this Trademark Security Agreement), the Lien Grantor has guaranteed the Secured Obligations (as defined in the Credit Agreement) and secured the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor hereby assigns and transfers to the Grantee, and hereby grants to the Grantee, for the ratable benefit of the Secured Parties, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations (as defined in the Credit Agreement), a security interest in all of the Lien 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 now owned or existing or hereafter acquired or arising:

each Trademark (as defined in the Collateral Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule I hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

all rights, priorities and privileges relating to the foregoing and all rights to sue at law or in equity for any past, present and future infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom, all reissues, divisions, continuations, renewals, reexaminations, extensions, continuations-in-part of the foregoing, all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including without limitation payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Collateral Agreement).

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted under the terms of the Collateral Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

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

This Trademark Security Agreement shall be governed by, construed and enforced in accordance with, the law of the State of Illinois, without reference to conflicts or choice of law principles thereof.

The Lien Grantor hereby irrevocably and unconditionally, for itself and its property:

(a) submits to the nonexclusive jurisdiction of the courts of the State of Illinois sitting in Cook County and of the United States District Court of the Northern District of Illinois, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and the Lien Grantor irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Illinois state court or, to the fullest extent permitted by Applicable Law, in such Federal court;

(b) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law, and further agrees that nothing in this Trademark Security Agreement or in any other Loan Document shall affect any right that any Secured Party may otherwise have to bring any action or proceeding relating to this Trademark Security Agreement or any other Loan Document against the Lien Grantor or any of its properties in the courts of any jurisdiction consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any

such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

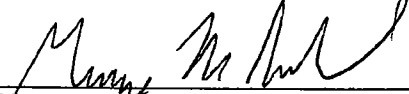
(c) waives, to the fullest extent permitted by Applicable Law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this Trademark Security Agreement or any other Loan Document in any court referred to in paragraph (b) above; and the Lien Grantor hereby irrevocably waives, to the fullest extent permitted by Applicable Law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court; and

(d) consents to service of process in the manner provided for notices in Section 12.1 of the Credit Agreement (it being understood that nothing in this Trademark Security Agreement will affect the right of any Secured Party to serve process in any other manner permitted by Applicable Law).

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of September, 2011.

MIDWEST AIR TECHNOLOGIES, INC.

By: 

Name: George Ruhl

Title: President and Chief Operating Officer

Acknowledged:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative Agent

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 9th day of September, 2011.

MIDWEST AIR TECHNOLOGIES, INC.

By: _____
Name:
Title:

Acknowledged:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: Rosalie C. Hawley
Name: Rosalie C. Hawley
Title: Vice President

**Schedule 1
to Trademark
Security Agreement**

MIDWEST AIR TECHNOLOGIES, INC.

U.S. TRADEMARK REGISTRATIONS

REG./ SERIAL NO.	MARK	CLASS - GOODS/ SERVICES	ISSUE/ FILING DATE	NEXT ACTION/ STATUS
2,745,141	XTREME KLEEN	Cl. 007 - multi-purpose high pressure washer	July 29, 2003	Renewal Due 7/29/13
3,074,887	AIR STREAM	Cl. 007 - compressors powered by electric motors for sale through retail outlets	March 28, 2006	Affidavit of Use Due 3/28/12; Renewal Due 3/28/16
2,277,635	MAT and Design	Cl. 006 - metal products, posts, earth anchors, netting, fencing, posts, builders hardware Cl. 008 - hand tools, fence post drivers Cl. 020 - furniture, park benches, wicker furniture, patio tables and chair Cl. 021 - work gloves for household use	Sep. 14, 1999	Renewal Due 9/14/19
778,681	YARD GARD	Cl. 006 - welded wire products, welded fencing	Oct. 20, 1964	Renewal Due 10/20/14

REG./ SERIAL NO.	MARK	CLASS - GOODS/ SERVICES	ISSUE/ FILING DATE	NEXT ACTION/ STATUS
1,207,850	G&B & Design	Cl. 006 - woven, twisted and welded wire products, hardware cloth, netting, welded fencing, welded fabric	Sep. 14, 1982	Renewal Due 9/14/12
3,033,227	MISCELLANEOUS DESIGN	Cl. 006 - metallic fence posts Description: mark consists of coloring a short portion of the upper end of the post beige	Dec. 20, 2005	Affidavit of Use Due 12/20/2011 ; Renewal Due 12/21/15
2,987,537	G&B Design	Cl. 006 - woven, twisted and welded wire products, hardware cloth, netting, welded and woven fencing, wire netting, wire screening, wire trellis, welded fabric, wire folding fence, wire flower border fence and wire vegetable supports	Aug. 23, 2005	Renewal Due 8/25/15
2,958,062	FARM GARD	Cl. 006 - fencing and related accessories, posts, installation tools, insulators, fasteners, chargers, fabric and rails	May 31, 2005	Affidavit of Use Due 5/31/11; Renewal Due 6/1/15
3,892,083 77/866,853	SECUR-A-POST	Cl. 006 - anchors, supports, ground spikes and ground inertion supports for posts, fenceposts, mail bos posts, and building support posts, all made of primarily of metal	Dec. 21, 2010 November 6, 2009	Affidavit of Use Due 12/21/2016 Renewal Due 12/21/2020

REG./ SERIAL NO.	MARK	CLASS - GOODS/ SERVICES	ISSUE/ FILING DATE	NEXT ACTION/ STATUS
2,809,613	SECUR-A-POST		January 27, 2010	Abandoned

FOREIGN TRADEMARK REGISTRATIONS

COUNTRY	REG./ SERIAL NO.	MARK	CLASS - GOODS/ SERVICES	ISSUE/ FILING DATE	NEXT ACTION/ STATUS
Canada	1,138,253	AIRTECH		April 23, 2002	Abandoned
Canada	1,138,250	HYDRO KLEEN		April 23, 2002	Abandoned
Canada	TMA621,175	XTREME KLEEN	Cl. 007 - multi-purpose high pressure washer	Sept. 30, 2004	Renewal Due - 9/30/19

TRADEMARK LICENSES

None.