

01-09-2004

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Form PTO-1595

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings ⇌ ⇌ ⇌



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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Maple Chase Company

2. Name and address of receiving party(ies)

Name: Deutsche Bank AG, London

Internal Address: Winchester House

1 Great Winchester Street

London, EC2 2EQ, UK Attn: Sean Malone

Street Address: (same)

City: _____ State: _____ Zip: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 4/1/2004

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s) _____

See Attached Schedule A

B. Patent No.(s) _____

See Attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Adam M. Grandy, Legal Assistant

Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue

at Prudential Center

City: Boston State: MA Zip: 02199

6. Total number of applications and patents involved: 21

7. Total fee (37 CFR 3.41).....\$ 840.00

☒ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

16/0085

DO NOT USE THIS SPACE

9. Signature.

Adam M. Grandy

Name of Person Signing

Signature

04/02/04

Date

04/08/2004 BYRME

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01 FC:0021

840.00

Total number of pages including cover sheet, attachments, and documents: 1

Documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231APR -5 AM 7:14
OFF/FINANCEPATENT
REEL: 015177 FRAME: 0215

MAPLE CHASE COMPANY

SCHEDULE A

4.A. Patent Application Numbers:

PATENT	Application /Serial No.	Application Date
Temporary Alarm Locate With Intermittent Warning	60/426909	15 November 02
Hush Disable Feature For Photoelectric Smoke Alarm	014686	11 December 01
Adverse Condition Detector Having Modulated Test Signal	292175	12 November 02
Enhanced Visual Signaling For An Adverse Condition Detector	300386	20 November 02
Hazard Alarm System And Communication Therefore	835685	16 April 01

4.B. Patent Numbers:

PATENT	Patent No.	Application Date
Battery Powered Smoke Alarm Safety Lockout System	4870395	10 March 88
Combustion Products Detector Having Self-Actuated Periodic Testing Signal	4965556	8 March 88
Electric Terminal	5213513	27 February 92
Security Lighting Fixture	D392065	21 May 97
Security Lighting Fixture	D392066	21 May 97
Security Lighting Fixture	D392067	21 May 97
Security Lighting Fixture	D392406	21 May 97
Thermostat	D396656	13 August 97
Adverse Condition Detection And Notification Apparatus	6348871	13 September 99
Multi-Station Dangerous Condition Alarm System Incorporating Alarm And Chirp Origination Feature	6121874	25 May 99

PATENT	Patent No.	Application Date
Multiuse On/Off Switch For Hazard Detector	6433700	15 February 01
Photoelectric Smoke Detector	6351219	30 June 00
Chime Cover	D355143	29 April 94
Smoke Detector	D308947	10 March 88
Smoke Detector Having Variable Level Sensitivity	RE33920	11 July 89
Thermostat	D301207	19 September 86

PATENT SECURITY AGREEMENT

WHEREAS:

- (A) Maple Chase Company (the **Grantor**), a Delaware corporation whose principal place of business is located at Invensys Climate Controls Americas, 191 E. North Avenue, Carol Stream, IL 60188, is the owner and user of the patents issued by and/or the patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the **Patents**).
- (B) The Grantor has entered into:
- (1) a Pledge and Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Patents;
 - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the Pledge and Security Agreement); and
 - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the Pledge and Security Agreement).
- (C) The parties to the Pledge and Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the Pledge and Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Pledge and Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a

security interest in, all of the Grantor's right, title and interest in and to the Patents and all of the Grantor's 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 Patents (collectively, the **Patent Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Patent Collateral by the Grantor pursuant hereto secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing under or in respect of the Pledge and Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Pledge and Security Agreement.
4. This Patent Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Patent Collateral are more fully set forth in the Pledge and Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Patent Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Patent Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Patent Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 1 day of April, 2004.

Grantor

MAPLE CHASE COMPANY

By: 

Name: Jules Jay Morris

Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By: _____

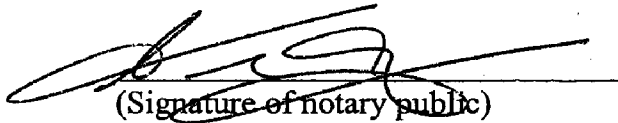
Name: _____

Title: _____

Commonwealth of Massachusetts

County of Suffolk

On this 1st day of April, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Maple Chase Company, with authority to do so.



(Signature of notary public)

My commission expires: 4/1/2008

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Patent Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the ____ day of April, 2004.

Grantor

MAPLE CHASE COMPANY

By: _____

Name: Jules Jay Morris

Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By: _____

Name: J. Bruce S. Malone

Title: authorized signatories

REEL: 015177 FRAME: 0223

SCHEDULE A**Patents****MAPLE CHASE COMPANY**

Patent Description	Application Number	Patent Registration Number	Application Date	Owner
Battery Powered Smoke Alarm Safety Lockout System	166177	4870395	10 March 88	Maple Chase Company
Combustion Products Detector Having Self-Actuated Periodic Testing Signal	165611	4965556	8 March 88	Maple Chase Company
Electric Terminal	859052	5213513	27 February 92	Maple Chase Company
Security Lighting Fixture	071124	D392065	21 May 97	Maple Chase Company
Security Lighting Fixture	071125	D392066	21 May 97	Maple Chase Company
Security Lighting Fixture	071126	D392067	21 May 97	Maple Chase Company
Security Lighting Fixture	071127	D392406	21 May 97	Maple Chase Company
Thermostat	075147	D396656	13 August 97	Maple Chase Company
Adverse Condition Detection And Notification Apparatus	394750	6348871	13 September 99	Maple Chase Company
Multi-Station Dangerous Condition Alarm System Incorporating Alarm And Chirp Origination Feature	318698	6121874	25 May 99	Maple Chase Company
Multiuse On/Off Switch For Hazard Detector	784271	6433700	15 February 01	Maple Chase Company
Photoelectric Smoke Detector	608049	6351219	30 June 00	Maple Chase Company
Temporary Alarm Locate With Intermittent Warning	60/426909	Pending	15 November 02	Maple Chase Company

Patent Description	Application Number	Patent Registration Number	Application Date	Owner
Hush Disable Feature For Photoelectric Smoke Alarm	014686	Pending	11 December 01	Maple Chase Company
Adverse Condition Detector Having Modulated Test Signal	292175	Pending	12 November 02	Maple Chase Company
Enhanced Visual Signaling For An Adverse Condition Detector	300386	Pending	20 November 02	Maple Chase Company
Hazard Alarm System And Communication Therefore	835685	Pending	16 April 01	Maple Chase Company
Chime Cover	022082	D355143	29 April 94	Maple Chase Company
Smoke Detector	166172	D308947	10 March 88	Maple Chase Company
Smoke Detector Having Variable Level Sensitivity	390713	RE33920	11 July 89	Maple Chase Company
Thermostat	909420	D301207	19 September 86	Maple Chase Company