Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: SECURITY AGREEMENT

### **CONVEYING PARTY DATA**

Name	Execution Date
Maple Chase Company	07/13/2006

### **RECEIVING PARTY DATA**

Name:	Deutsche Bank AG, London Branch
Street Address:	1 Great Winchester Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB

### PROPERTY NUMBERS Total: 29

Property Type	Number
Patent Number:	6121874
Patent Number:	6348871
Patent Number:	6646566
Patent Number:	6433700
Patent Number:	6611204
Patent Number:	6642849
Patent Number:	6836210
Patent Number:	6914534
Patent Number:	6351219
Patent Number:	4965556
Patent Number:	4870395
Patent Number:	5213513
Patent Number:	D392065
Patent Number:	D392066
Patent Number:	D392067
	DATENT

PATENT

**REEL: 017921 FRAME: 0822** 

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Patent Number:	D392406
Patent Number:	D396656
Patent Number:	D301207
Patent Number:	D308947
Patent Number:	RE33920
Patent Number:	D355143
Application Number:	11031087
Application Number:	11031574
Application Number:	11031296
Application Number:	11031237
Application Number:	11031255
Application Number:	11031573
Application Number:	11031392
Application Number:	11060132

### **CORRESPONDENCE DATA**

Fax Number: (617)227-4420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 6172390632

Email: agrandy@eapdlaw.com

Correspondent Name: Adam M. Grandy

Address Line 1: 111 Huntington Avenue

Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02135

ATTORNEY DOCKET NUMBER:	300045-1
NAME OF SUBMITTER:	Adam M. Grandy

### Total Attachments: 9

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## CHEESWRIGHTS NOTARIES PUBLIC

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N P Ready R M Campbell J B Burgess E Gardiner A J Claudet I A Rogers

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WILLIAM EDWARD SPINNEY subscribed to the document hereunto annexed, such signature having been subscribed in my presence by the said William Edward Spinney, vice president of the corporation styled MAPLE CHASE COMPANY, incorporated in Delaware, the United States of America;

AND I DO FURTHER CERTIFY the genuineness of the signatures of MARIA DE LELLIS and CRAIG GREGORY ROBERT HOEPFL also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Maria de Lellis and Craig Gregory Robert Hoepfl, together duly authorised signatories of the corporation styled DEUTSCHE BANK AKTIENGESELLSCHAFT, incorporated in the Federal Republic of Germany and having a branch London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of July in the year two thousand and six.

Ra A. C. July

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E-mail: notary@cheeswrights.co.uk

www.cheeswrights.co.uk

10 Philpot Lane London EC3M 8BR Tel : 020 7623 9477 Fax : 020 7623 5428 Canary Wharf Office Tel: 020 7712 1565

DX 627 / London City EC3



### PATENT SECURITY AGREEMENT

### WHEREAS:

- (A) Maple Chase Company (the Grantor), a Delaware corporation whose registered address 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) that certain Common Pledge and Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the Pledge and Security Agreement) made between the Grantor and Deutsche Bank AG London Branch, 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; and
  - (2) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the Credit Agreement) made between, amongst others, the Grantor, as guarantor, HSBC Bank plc and the Security Agent.
- (C) The parties to the Pledge and Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Pledge and Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Patent Collateral and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Pledge and Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Patent Collateral;

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

### Section 1. Defined Terms

Unless otherwise defined herein, the terms defined in this Patent Security Agreement have the meanings defined in the Pledge and Sccurity Agreement (including by reference).

### Section 2. Grant of Security Interest in Patent Collateral

The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Credit Agreement. 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, to and under the following collateral of the Grantor (the Patent Collateral):

(a) the Patents referred to on Schedule A hereto; and

(b) 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.

### Section 3. Pledge and Security Agreement and Credit Agreement

This Patent Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Patent Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement and the Credit Agreement.

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.

### Section 4: Governing Law

This Patent Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

### Section 5. Counterparts

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, each of 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 13th day of July, 2006.

Grantor

MAPLE CHASE COMPANY

Name: WILL AM SIMMEY Title: VICE - PREJIDENT

**Security Agent** 

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

Secured Creditors

By: Mame: M Delettis CHOEPFE
Title: No

SCHEDULE A

## MAPLE CHASE COMPANY

# PATENTS AND PATENT APPLICATIONS

*			1	T		T		ı
	ns	NS	US	US	US	US	US	
	25 May 99	13 September 99	22 May 02	15 February 01	16 April 01	11 December 01	12 November 02	
	6121874	6348871	6646566	6433700	6611204	6642849	6836210	
	09/318698	09/394750	10/069708	09/784271	09/835685	10/014686	10/292175	
	Multi-Station Dangerous Condition Alarm System Incorporating Alarm And Chirp Origination Feature	Adverse Condition Detection And Notification Apparatus	Enhanced Visual And Audible Signaling For Sensed Alarm Condition	Multiuse On/Off Switch For Hazard Detector	Hazard Alarm System And Communication Therefor	Hush Disable Feature For Photoelectric Smoke Alarm	Adverse Condition Detector Having Modulated Test Signal	
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Enhanced Visual Signaling For An Adverse Condition Detector	Photoelectric Smoke Detector 09/	Appliance Diagnostic Display Apparatus And Network Incorporating Same	System And Method For Providing Controlled Illumination During Detected Hazardous Conditions	System and Method For Controlling Ignition Sources And Ventilating Systems During High Carbon Monoxide Conditions	Hazardous Condition Detection System and Method and Thermostat For Use Therewith	System and Method For Reducing Energy Consumption By A Water Heater And Thermostat For Use Therewith	System And Method For Remotely Controlling Low Battery Warnings
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	ng Ignition 11/031392 Pending 06 January 05 US able Gas Is	aling For An 11/060132 7030748 17 February 05 US sector	aling For An 10/300386 6914534 20 November 02 US stector 05 July 05	tector Having 10/292175 6836210 12 November 02 US 28 December 04	ts Detector 07/165611 4965556 8 March 88 US Periodic	ke Alarm 07/166177 4870395 10 March 88 US	07/859052 5213513 27 February 92 US	ure 29/071124 D392065 21 May 97 US	ure 29/071125 D392066 21 May 97 US	ure 29/071126 D392067 21 May 97 US	ure 29/071127 D392406 21 May 97 118
	For Controlling Ignition When Flammable Gas Is	17. Enhanced Visual Signaling For An Adverse Condition Detector	18. Enhanced Visual Signaling For An 10/30 Adverse Condition Detector	Detector Having	Products Detector ctuated Periodic	21. Battery Powered Smoke Alarm 07/16 Safety Lockout System		23. Security Lighting Fixture 29/07	24. Security Lighting Fixture 29/07	25. Security Lighting Fixture 29/07	26. Security Lighting Fixture 29/07

27.	27. Thermostat	29/075147	D396656	13 August 97	US
28.	Thermostat	06/909420	D301207	19 September 86	US
29.	Smoke Detector	07/166172	D308947	10 March 88	NS
30.	Smoke Detector Having Variable Level Sensitivity	07/390713	RE33920	11 July 89	US
31.	31. Chime Cover	29/022082	D355143	29 April 94	US



**RECORDED: 07/13/2006**