

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the incorrectly listed patent application number 29/259,734 previously recorded on Reel 019390 Frame 0446. Assignor(s) hereby confirms the documents submitted will replace the incorrect patent application number with the correct number of 29/259,834.

CONVEYING PARTY DATA

Name	Execution Date
Amtrol Licensing Inc.	06/05/2007

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital Corporation, as Collateral Agent
Street Address:	4 World Financial Center
City:	New York
State/Country:	NEW YORK
Postal Code:	10080

PROPERTY NUMBERS Total: 32

Property Type	Number
Patent Number:	4813575
Patent Number:	4836409
Patent Number:	4921214
Patent Number:	5036876
Patent Number:	5111879
Patent Number:	5295502
Patent Number:	5386925
Patent Number:	5551590
Patent Number:	6957799
Patent Number:	7032628
Patent Number:	7048861
Patent Number:	7100683
Patent Number:	7216673

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Patent Number:	5657790
Patent Number:	5794660
Patent Number:	5691406
Patent Number:	5778679
Patent Number:	D460519
Patent Number:	5758820
Patent Number:	6386384
Patent Number:	5197424
Application Number:	29259834
Application Number:	60785020
Application Number:	29264174
Application Number:	08602249
Application Number:	60856185
Application Number:	10994176
Application Number:	10993912
Application Number:	11115992
Application Number:	11540189
Application Number:	11029441
Application Number:	11726945

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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Correspondent Name: Corporation Service Company
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Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	CSC # 942448
NAME OF SUBMITTER:	Matthew Mayer

Total Attachments: 20
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TO: CORPORATION SERVICE COMPANY COMPANY: 1133 AVENUE OF THE AMERICAS

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

06/07/2007
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Patent Security Agreement

CONVEYING PARTY DATA

Name	Execution Date
Amtrol Licensing Inc.	06/05/2007

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital Corporation, as Collateral Agent
Street Address:	4 World Financial Center
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Patent Number:	7100683
Patent Number:	7216673
Patent Number:	5657790
Patent Number:	5794660
Patent Number:	5691406

CH \$1280.00 4813575

TO: CORPORATION SERVICE COMPANY COMPANY:1133 AVENUE OF THE AMERICAS

Patent Number:	5778679
Patent Number:	D460519
Patent Number:	5758820
Patent Number:	6386384
Patent Number:	5197424
Patent Number:	7032628
Application Number:	29259734
Application Number:	60785020
Application Number:	29264174
Application Number:	08602249
Application Number:	60856185
Application Number:	10994176
Application Number:	10993912
Application Number:	11115992
Application Number:	11540189
Application Number:	11029441
Application Number:	11726945

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Address Line 1: 1133 Avenue of the Americas

Address Line 2: Suite 3100

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: CSC # 935778

NAME OF SUBMITTER: Matthew Mayer

Total Attachments: 8

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Patent Security Agreement

Patent Security Agreement, dated as of June 5, 2007, by AMTROL LICENSING INC. (the "**Pledgor**"), in favor of MERRILL LYNCH CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, the Pledgor are party to a Security Agreement dated as of June 5, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favor of the Collateral Agent pursuant to which the Pledgor are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agree with the Collateral Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. **Confirmation of Grant of Security Interest in Patent Collateral.** Each Pledgor hereby confirms the and grant to the Collateral Agent for the benefit of the Secured Parties in the Security Agreement of a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Patents of such Pledgor listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. **Security Agreement.** Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Patents confirmed 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. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. **Termination.** Upon the payment in full of the Secured Obligations and automatic termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the

release of the collateral pledge, grant, assignment, lien and security interest in the Patents under the Security Agreement and this Patent Security Agreement.

SECTION 5. Counterparts. This Patent Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Patent Security Agreement by signing and delivering one or more counterparts.

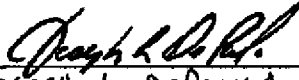
[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

AMTROL LICENSING INC., as Pledgor

By:


Name: JOSEPH L. DEPAOLA
Title: PRESIDENT


Accepted and Agreed:

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By:

Name:

Title:


DAVID B. STITH
VICEPRESIDENT

CORRECTION TO SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Corrected Patent:

TITLE	PATENT NUMBER	ISSUE DATE
Transportable gas cylinder	29/259,834	5/16/2006

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS AND PATENT APPLICATIONS

Patent Registrations:

TITLE	PATENT NUMBER	ISSUE DATE
Non-refillable valve for pressurized containers	4,813,575	3/21/1989
Integral diaphragm-liner bladder for hydro-pneumatic tank	4,836,409	6/6/1989
Non-refillable packless valve for pressurized containers	4,921,214	5/1/1990
Non-refillable cylinder valve for returnable cylinders	5,036,876	8/6/1991
Sanitary locking lip split well seal	5,111,879	5/12/1992
Non-refillable valve	5,295,502	3/22/1994
Expansion tank	5,386,925	2/7/1995
Non-metallic pressure vessel fitting	5,551,590	9/3/1996
Valve for a non-refillable pressurized container	6,957,799	10/25/2005
Mobile prepressurized diaphragm type fluid storage tank	70/32,628	4/25/2006
System and method for in-well aeration	7,048,861	5/23/2006
In-well aeration device	7,100,683	9/5/2006
Non-metallic expansion tank with internal diaphragm and clamping device for same	7,216,673	5/12/2007
Valves for pressurized containers	5,657,790	8/19/1997
Valves for pressurized containers	5,794,660	8/18/1998
Universal EPDM/butyl compound for use as an elastomeric barrier in water storage and treatment systems and the like	5,691,406	11/25/1997
Method and apparatus for increasing acceptance and adjusting the rate of pressure variations within a prespecified range in precharged fluid storage systems	5,778,679	7/14/1998
Handle	D460519	7/16/2002
Heat recovery system	5,758,820	6/2/1998
Transportable gas cylinder	29/259,734	5/16/2006
Internal by-pass system for separating treated water from untreated water within a water treatment tank	60/785,020	3/23/2006

TITLE	PATENT NUMBER	ISSUE DATE
Handle for a portable gas cylinder	29/264174	8/04/2006
A corrosion resistant expansion tank	08/602,249	2/15/1996
Full jacket gas cylinder	6,386,384	5/14/2002
Bypass system for separating treated water from untreated water within a water treatment system	60/856,185	11/2/2006
Pre-lubrication system for reducing engine wear	5,197,424	03/03/1993

Patent Applications:

TITLE	APPLICATION NUMBER	DATE
Blocking element for use in a valve for a non-refillable pressurized container	10/994,176	11/19/2004
Valve for a non-refillable pressurized container	10/993912	11/19/2004
Hybrid pressure vessel with separable jacket	11/115992	4/25/2005
Hybrid pressure vessel with separable jacket	11/540,189	9/29/2006
Lined pressure vessel and connector therefor	11/029,441	1/05/2005
Valve for a non-refillable pressurized container	10/993,912	07/16/2002
Distributor assembly for pressure vessel and method of installation	11/726,945	11/19/04