

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Fasco Industries, Inc	05/31/2007
Tecumseh Products Company	05/31/2007

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013

PROPERTY NUMBERS Total: 16

Property Type	Number
Patent Number:	6951241
Patent Number:	7182574
Patent Number:	7175400
Patent Number:	7163383
Patent Number:	7186095
Patent Number:	7165532
Patent Number:	7165536
Patent Number:	7178362
Patent Number:	7174871
Patent Number:	7159409
Patent Number:	7179061
Application Number:	11550970
Application Number:	11427462
Application Number:	60890544

PATENT

500295382

REEL: 019419 FRAME: 0417

CH \$640.00 6951241

Application Number:	11678859
Application Number:	11671073

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007

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

Email: mercedes.valle@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Mercedes Valle

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0278
NAME OF SUBMITTER:	Mercedes M Valle

**Total Attachments: 7**

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## PATENT SECURITY AGREEMENT

**PATENT SECURITY AGREEMENT**, dated as of May 31, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp USA, Inc. ("*CUSA*"), as collateral agent for the First Lien Secured Parties and the Second Lien Secured Parties (in each case, as defined in the Security Agreement referred to below) (in both such capacities, the "*Collateral Agent*").

### WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of February 6, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*"), among TECUMSEH PRODUCTS COMPANY (the "*Borrower*"), the Lenders and Issuers party thereto (collectively, the "*First Lien Lenders*") and CUSA, as administrative agent for the First Lien Lenders and the Collateral Agent, the First Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Amended and Restated Second Lien Credit Agreement, dated as of November 13, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), among the Borrower, the Lender party thereto, TRICAP PARTNERS II GP L.P. as administrative agent for the Second Lien Lenders and the Collateral Agent, the Second Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranties, dated as of February 6, 2006, pursuant to which they have guaranteed the First Lien Obligations and the Second Lien Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement dated February 6, 2006 in favor of the Collateral Agent (as the same may have heretofore been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreements and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

### **Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements or the Security Agreement, as the context may require.

## ***Section 2. Grants of Security Interests in Patent Collateral***

Each Grantor, (a) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the First Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the First Lien Secured Parties, and grants to the Collateral Agent for the benefit of the First Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor and (b) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Second Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Second Lien Secured Parties, and grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Patent Collateral*"):

- (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;
- (b) all reissues, continuations or continuations-in-part of the foregoing; and
- (c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Patent or any Patent licensed under any Patent License.

## ***Section 3. Security Agreement***

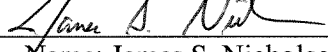
The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Patent 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 PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor 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,

**Tecumseh Products Company**

By:   
Name: James S. Nicholson  
Title: Vice President, Treasurer,  
and Chief Financial Officer

**Convergent Technologies International, Inc.**

**Tecumseh Trading Company**

**Evergy, Inc.**

**Fasco Industries, Inc**

**Manufacturing Data Systems, Inc.**


**MP Pumps, Inc.**

**Tecumseh Canada Holding Company**


**Tecumseh Compressor Company**

**Tecumseh Power Company**

**Von Weise Gear Company**


By:   
Name: James S. Nicholson  
Title: Vice President and Treasurer,

**Euromotor, Inc.**

By:   
Name: James S. Nicholson  
Title: Vice President

**Hayton Property Company, LLC**

**Tecumseh do Brasil USA, LLC**

By:   
Name: James S. Nicholson  
Title: President

SIGNATURE PAGE TO PATENT SECURITY AGREEMENT

ACCEPTED AND AGREED  
as of the date first above written:

**CITICORP USA, INC.,**  
*as Collateral Agent*

By: Math Clendenny  
Name: **Matthew Clendenny**  
Title: **Vice President**

DELIB:2809361.1\088991-01110

**Schedule  
Patents and Patent Licenses**

<b>PATENTS</b>				
<b>Name of Grantor</b>	<b>Country</b>	<b>Patent Description</b>	<b>Patent Number</b>	<b>Issue Date</b>
Fasco Industries, Inc.	USA	METHOD FOR COOLING A MOTOR IN A BLOWER ASSEMBLY FOR A FURNACE	6,951,241	04-Oct-2005
Fasco Industries, Inc.	USA	TEMPORARY FASTENER RETENTION FOR DRAFT INDUCERS	7,182,574	27-Feb-2007
Tecumseh Products Company	USA	COMPRESSOR ASSEMBLY WITH RECIPROCATING PISTON AND VENTED CYLINDER	7,175,400	13-Feb-2007
Tecumseh Products Company	USA	COMPRESSOR HAVING ALIGNMENT BUSHINGS AND ASSEMBLY METHOD	7,163,383	16-Jan-2007
Tecumseh Products Company	USA	COMPRESSOR MOUNTING BRACKET AND METHOD OF MAKING	7,186,095	06-Mar-2007
Tecumseh Products Company	USA	ENGINE SPEED CONTROL WITH HIGH SPEED OVERRIDE MECHANISM	7,165,532	23-Jan-2007
Tecumseh Products Company	USA	EVAPORATIVE EMISSIONS CONTROL SYSTEM FOR SMALL INTERNAL COMBUSTION ENGINES	7,165,536	23-Jan-2007
Tecumseh Products Company	USA	EXPANSION DEVICE ARRANGEMENT FOR VAPOR COMPRESSION SYSTEM	7,178,362	20-Feb-2007
Tecumseh Products Company	USA	MECHANICAL COMPRESSION AND VACUUM RELEASE	7,174,871	13-Feb-2007
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR CONTROLLING THE LOAD PLACED ON A COMPRESSOR	7,159,409	09-Jan-2007

PATENTS				
Tecumseh Products Company	USA	MULTI-LAYER COMPRESSOR HOUSING AND METHOD OF MANUFACTURE	7,179,061	20-Feb-2007



PATENT APPLICATIONS				
Name of Grantor	Country	Patent Application	Application Serial Number	Application Filing Date
Tecumseh Products Company	USA	COMPRESSOR	11/550,970	19-Oct-2006
Tecumseh Products Company	USA	EMISSIONS CONTROL SYSTEM FOR SMALL INTERNAL COMBUSTION ENGINES	11/427,462	29-June-2006
Tecumseh Products Company	USA	MULTIPLE COIL ARRANGEMENT	60/890,544	19-Feb-2007
Tecumseh Products Company	USA	RECIPROCATING PISTON COMPRESSOR HAVING IMPROVED NOISE ATTENUATION	11/678,859	26-Feb-2007
Tecumseh Products Company	USA	SCROLL COMPRESSOR WITH REFRIGERANT INJECTION SYSTEM	11/671,073	05-Feb-2007
Tecumseh Products Company	USA	COMPRESSOR	11/550,970	19-Oct-2006
Tecumseh Products Company	USA	EMISSIONS CONTROL SYSTEM FOR SMALL INTERNAL COMBUSTION ENGINES	11/427,462	29-June-2006