#### Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interests in Patents

#### **CONVEYING PARTY DATA**

Name	Execution Date
JPMorgan Chase Bank N.A.	10/29/2007

#### **RECEIVING PARTY DATA**

Name:	Tecumseh Products Company
Street Address:	100 East Patterson Street
City:	Tecumseh
State/Country:	MICHIGAN
Postal Code:	49286

#### PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	7273355
Patent Number:	7267112

#### CORRESPONDENCE DATA

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

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

Total Attachments: 5

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### TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN PATENTS ("Termination and Release") is given as of October 29, 2007 by JP MORGAN CHASE BANK, N.A. (formerly known as The Chase Manhattan Bank), located at 28660 Northwestern Highway, Southfield, Michigan 48034, in its capacity as administrative agent under the Collateral Agreement (as defined below) ("Assignor"), in favor of TECUMSEH PRODUCTS COMPANY, located at 100 East Patterson Street, Tecumseh, Michigan 49286 ("Assignee").

WHEREAS, Assignor and Assignees are parties to that certain Credit Agreement, dated as of December 21, 2004 ("Collateral Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

WHEREAS, in connection with the Collateral Agreement, the parties entered into that certain Patent Security Agreement, dated September 30, 2005 ("Patent Security Agreement," and together with the Collateral Agreement, the "Security Agreements"), pursuant to which Assignee assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Assignor a lien on and security interest in all of Assignee's right, title and interest in and under the Patent Collateral (as defined below).

WHEREAS, the Patent Security Agreement was recorded in the United States Patent and Trademark Office on October 15, 2005, at Reel/Frame 016641/0380.

WHEREAS, Assignor wishes to provide a document suitable for recording in the United States Patent and Trademark Office the release, relinquishment and discharge of its security interest in the Patent Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby agree as follows:

- 1. <u>Patent Collateral</u>. With respect to Assignee, "<u>Patent Collateral</u>" as used herein shall mean: (a) all of its Patents and Patent Licenses to which it is a party, including, without limitation, those referred to on <u>Schedule I</u> hereto; (b) all reissues, continuations or extensions of the foregoing; and (c) Proceeds of the foregoing, including, without limitation, any claim by Assignee against third parties for past, present, future infringement of any Patent or Patent licensed under any Patent License.
- 2. <u>Authority of Assignor</u>. Assignor acknowledges that it is authorized to execute this Termination and Release in its capacity as administrative agent in accordance with the Collateral Agreement.
- 3. <u>Termination and Release</u>. Assignor acknowledges the satisfaction and termination of the security interests granted under the Security Agreements and hereby terminates the security interests granted under the Security Agreements and releases its entire estate, right, title and interest in the Patent Collateral to the Assignee and re-vests Assignee with full estate, right, title, and interest to its Patent Collateral. Assignor acknowledges and agrees

that, as a result of this Termination and Release, it has no further rights to or interest in the Patent Collateral.

- 4. <u>Further Assurances</u>. Assignor hereby agrees, at Assignee's expense, to execute and deliver to Assignee such instruments and to take such other actions as Assignee may reasonably request to terminate Assignor's security interest in the Patent Collateral, and otherwise to effectuate the release of the Patent Collateral from Assignor's security interest.
- 5. <u>Recordation</u>. Assignor hereby authorizes and requests the governing body of the United States Patent and Trademark Office to record this Termination and Release.
- 6. <u>Governing Law</u>. This Termination and Release and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the state of New York.

[Signature page follows]

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IN WITNESS WHEREOF, Assignor has caused this Termination and Release to be duly executed as of the date above first written.

JP MORGAN CHASE BANK, N.A.,

as administrative agent

Name: THUMAS A GAMM
Title: SENIOR VICE PRESIDENT

#### **ACKNOWLEDGMENT**

STATE OF MICHIGAN	)	
COUNTY OF	:SS: )	
personally known to me or prindividual(s) whose name(s) is	Spanse coved to me on the basis of (are) subscribed to the withing	undersigned, personally appeared of satisfactory evidence to be the n instrument and acknowledged to
•	the individual(s), or the	acity(ies), and that by his/her/their person upon behalf of which the
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		mission Expires: 7.3.2013
	•	SHERYL A. ROHDE  NOTARY PUBLIC — MICHIGAN  WAYNE COUNTY  ACTING IN THE COUNTY OF Co.K. (And MY COMMISSION EXPIRES JULY 3, 2013

## SCHEDULE I

# UNITED STATES PATENT REGISTRATIONS

**RECORDED: 11/20/2007** 

		PATENTS		
Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products	USA	COMPRESSOR ASSEMBLY WITH PISTON	7.273.355	25-Sep-2007
Company		HAVING MULTIPLE CROSS SECTIONS		· · · · · · · · · · · · · · · · · · ·
	A CONTRACTOR OF THE PROPERTY O			
Tecumseh Products	USA	EVAPORATIVE EMISSIONS CONTROL	7.267.112	11-Sep-2007
Company		SYSTEM INCLUDING A CHARCOAL		
		CANISTER FOR SMALL INTERNAL		
		COMBUSTION ENGINES		