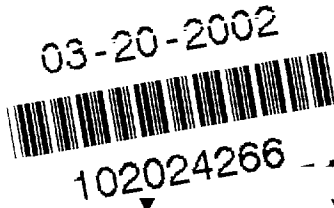


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03-20-2002

102024266

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

1. Name of conveying party(ies): **Water Soft Inc.**

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (RI) **3-20-02**

Other _____

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

2. Name and address of receiving party(ies):

Name: Cypress Merchant Banking Partners, L.P.

Internal Address: _____

Street Address: 65 East 55th Street, 19th Floor

City: New York State: NY ZIP: 10022

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other Delaware partnership

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

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

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: December 26, 2001

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

A. Trademark Application No.(s) **See Attached Continuation of Item 4**

B. Trademark Registration No.(s) **See Attached Continuation of Item 4**

Additional numbers attached? Yes No

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

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41): \$ 665.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Greenberg, Esq. [Signature] 3/19/02

Name of Person Signing Signature Date

Total number of pages comprising cover sheet:

03/21/2002 6TON11 00000031 76197071

01 FC:481
02 FC:482

40.00 OP
625.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002464 FRAME: 0029

CONTINUATION OF ITEM TWO ON RECORDATION COVER SHEET

Cypress Offshore Partners, L.P.
(Cayman Island partnership)

65 East 55th Street
19th Floor
New York, New York 10022

CONTINUATION OF ITEM FOUR ON RECORDATION COVER SHEET

APPLICATION NO.	APPLICATION NO.
76/197,071	76/196,701
76/203,319	76/329,460
76/107,051	76/285,335

REGISTRATION NO.	REGISTRATION NO.
1,322,022	1,479,524
731,732	1,326,576
1,264,849	1,324,330
2,062,700	877,254
843,060	1,351,556
1,319,208	1,410,231
1,706,536	1,899,774
1,307,919	1,488,302
871,142	1,336,500
1,623,517	1,540,345

02/19/02 11:25 AM

.0061-08406-NY01.2159535.1

TRADEMARK
REEL: 002464 FRAME: 0031

GRANT OF SECOND PRIORITY SECURITY INTEREST

(TRADEMARKS)

WHEREAS, AMTROL INC., a Rhode Island corporation (the "Assignor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, for which United States registrations and applications for registration are subsisting, as indicated on Schedule 1A (such marks, applications and registrations, collectively, the "Trademarks");

WHEREAS, the Assignor has entered into a Loan and Security Agreement dated as of December 26, 2001 (as amended or otherwise modified from time to time, the "Security Agreement"), in favor of CYPRESS MERCHANT BANKING PARTNERS, L.P. AND CYPRESS OFFSHORE PARTNERS, L.P. (the "Assignees");

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignees a second priority security interest in all right, title and interest of the Assignor in, to and under the Trademarks, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of violation thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby grant to the Assignees a second priority security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignees with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Grant of Second Priority Security Interest (Trademarks) to be duly executed by its officer thereunto duly authorized as of December 26, 2001.

AMTROL INC.

By: _____

Name: Larry T. Guillemette

Title: Exec. Vice President & CFO

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Rhode Island ss.:
COUNTY OF Kent

On this _____ day of December 2001, before me, the undersigned, personally appeared LARRY T. GUILLEMETTE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Lynn A Taylor
[NOTARY SEAL] LYNN A. TAYLOR
MY COMMISSION EXPIRES 10/23/04

SCHEDULE 1A

APPLICATION NO.	APPLICATION NO.
76/197,071	76/196,701
76/203,319	76/329,460
76/107,051	76/285,335

REGISTRATION NO.	REGISTRATION NO.
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871,142	1,336,500
1,623,517	1,540,345

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RECORDED: 03/20/2002

**TRADEMARK
REEL: 002464 FRAME: 0034**