

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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102167400

S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Hudson Products Corporation 7.20.02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Texas
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Comerica Bank, as Agent
Internal Address:
Street Address: One Detroit Center, 6th Floor
City: Detroit State: MI Zip: 48275-3280
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Michigan banking corporation
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations 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: 7/10/02

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/787771
B. Trademark Registration No.(s) 2184465
2182675; 1341486; 1316841; 945247
Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 30

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Angela Alvarez Sujek
Internal Address: Bodman, Longley & Dahling LLP
Street Address: 110 Miller, Suite 300
City: Ann Arbor State: MI Zip: 48104

7. Total fee (37 CFR 3.41) \$ 765.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number: 02-2880

DO NOT USE THIS SPACE

9. Signature.
Angela Alvarez Sujek
Name of Person Signing
Signature
Date July 19, 2002

Total number of pages including cover sheet, attachments, and document: 22

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

07/24/2002 AMWED1 00000200 75787771

01 FC:481
02 FC:481

40.00 DP

TRADEMARK
REEL: 002549 FRAME: 0433

Recordation Form Cover Sheet Continuation

Hudson Products Corporation

Additional Trademark Registration Numbers

1227438
685140
1781290
1579956
607702
589588
1920699
595175
588975
1913190
1609687
1754223
1751717
1844102
1774462
1738002
1935526
1800709
1762616
2147805
2206906
2217781
2206905
2198306

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of July 10, 2002, between Hudson Products Corporation, a Texas corporation ("Company" and sometimes a "Debtor"), and Comerica Bank in its capacity as agent for the Banks referred to below.

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of July 10, 2002 (as amended or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, each of the financial institutions party thereto (collectively, the "Banks") and Secured Party, as Agent for the Banks, the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to Borrowers and to provide for the issuance of Letters of Credit for the account of Borrowers, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the Credit Agreement), as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors have executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, the Debtors agrees, for the benefit of the Banks, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, each of the Debtors does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks,

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TRADEMARK
REEL: 002549 FRAME: 0435

collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”) now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith (other than Trademark applications based on an “intent-to-use” the marks), whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party and the Banks in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party and the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness (other than with respect to contingent indemnification obligations to the extent no claim has been asserted) and commitment (whether optional or obligatory) to extend any credit under the Credit Agreement has been terminated, the Secured Party shall, at the Debtors’ expense, execute and deliver to the Debtors all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. Each of the Debtors does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.


SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

HUDSON PRODUCTS CORPORATION

By:  _____

Its: President _____

Address: 10114 Highway 59 _____

Beasley, TX 77417 _____

Attention: Larry Gies, Jr. _____

Facsimile No.: _____

COMERICA BANK, as Agent for the Banks

By: _____

Name: Andrew W. Roy

Title: Vice President

Address: One Detroit Center

6th Floor

Detroit, MI 48275-3280

respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

HUDSON PRODUCTS CORPORATION

By: _____

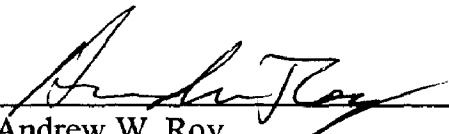
Its: _____

Address: _____

Attention: _____

Facsimile No.: _____

COMERICA BANK, as Agent for the Banks

By:  _____

Name: Andrew W. Roy

Title: Vice President

Address: One Detroit Center
6th Floor
Detroit, MI 48275-3280

Attention: Metropolitan Loan Division F/Group
Manager

Facsimile No: (313) 222-3503

Item A. Trademarks**Domain Names Registered with ICANN**

Country	Trademark	Registration Number
United States	hudsonproducts.com	DOMAIN NAME
United States	fin-fan.com	DOMAIN NAME
United States	tuf-lite.com	DOMAIN NAME
United States	combin-aire.com	DOMAIN NAME
United States	combin-aire.biz	DOMAIN NAME
United States	hudsonproducts.biz	DOMAIN NAME
United States	fin-fan.biz	DOMAIN NAME
United States	tuf-lite.biz	DOMAIN NAME

Registered Trademarks

Country	Trademark	Registration Number
United States	HOSS	2184465
United States	HOSS	2182675
United States	TM-205 HUDSON	1341486
United States	TM-205 #2 HUDSON	1316841
United States	TM-206 FIN-FAN	0945247
United States	TM-207 STAC-FLO	1227438
United States	TM-208 TUF-LITE	0685140
United States	TM-209 HY-FIN	1781290
United States	TM-226 HEATFLO (IN BLOCK LETTERS)	1579956
United States	TM-237 AUTO- VARIABLE (stylized script)	0607702
United States	TM-243 COMBIN-AIRE	0589588
United States	TM-244 #2 VARIFLO	1920699
United States	TM-256 HUDSON HYFIN	0595175
United States	TM-275 SOLO-AIRE	588975
United States	TM-275 #2 HUDSON SOLO-AIRE	1913190
United States	TM-340 TUF-LITE II	1609687
United States	TM-357 HUDSON PRODUCTS (DOUBLE ARROW LOGO)	1754223
United States	TM-357 #2 HUDSON PRODUCTS (DOUBLE ARROW LOGO)	1751717
United States	TM-357 #3 HUDSON	1844102

Country	Trademark	Registration Number
	PRODUCTS (DOUBLE ARROW LOGO)	
United States	TM-357 #4 HUDSON PRODUCTS (DOUBLE ARROW LOGO)	1774462
United States	TM-372 TUF-EDGE	1738002
United States	TM-376 #2 AUTO-VARIABLE (BLOCK LETTERS)	1935526
United States	TM-390 Q & DESIGN (TQM LOGO)	1800709
United States	TM-392 EXACT-A-PITCH	1762616
United States	TM-540 HEATFLO (IN BLOCK LETTERS)	2147805
United States	TM-545 STEAMFLO	2206906
United States	TM-539 SPLIT-FLO	2217781
United States	TM-546 THERMFLO	2206905
United States	TM-547 FIN-FANNER	2198306
Georgia	TM-205 HUDSON	5845
Bahrain	TM-205 HUDSON	16726
Ecuador	TM-205 HUDSON	5523-98
Romania	TM-205 HUDSON	22152
Estonia	TM-205 HUDSON	18438
Argentina	TM-205 HUDSON	1590344
U.A.E.	TM-205 HUDSON	5270
Armenia	TM-205 HUDSON	4519
France	TM-205 HUDSON	1261987
Colombia	TM-205 HUDSON	233077
E.C.T.	TM-205 HUDSON	61978
Qatar	TM-205 HUDSON	10952
Germany	TM-205 HUDSON	WZ1108198
Russian Federation	TM-205 HUDSON	128595
Taiwan	TM-205 HUDSON	628796
Bolivia	TM-205 HUDSON	59092
Uruguay	TM-205 HUDSON	266160
Slovak Republic	TM-205 HUDSON	177506
Benelux	TM-205 HUDSON	531606
Ukraine	TM-205 HUDSON	9478
China	TM-205 HUDSON	777797
Thailand	TM-205 HUDSON	TM10706
Hong Kong	TM-205 HUDSON	5066
Chile	TM-205 HUDSON	499692
Canada	TM-205 HUDSON	321664
Czech Republic	TM-205 HUDSON	183931

Country	Trademark	Registration Number
Iran	TM-205 HUDSON	71881
Cambodia	TM-205 HUDSON	768
South Korea	TM-205 HUDSON	257308
Kuwait	TM-205 HUDSON	25337
Kazakhstan	TM-205 HUDSON	3923
Japan	TM-205 HUDSON	4098385
Lithuania	TM-205 HUDSON	24439
Latvia	TM-205 HUDSON	M38272
Moldova	TM-205 HUDSON	1894
South Africa	TM-205 HUDSON	B84/0079
Peru	TM-205 HUDSON	37406
Vietnam	TM-205 HUDSON	6972
Indonesia	TM-205 HUDSON	231980
Singapore	TM-205 HUDSON	T96/03956J
Malaysia	TM-205 HUDSON	93/07224
Venezuela	TM-205 HUDSON	121760
Italy	TM-205 HUDSON	461056
Uzbekistan	TM-205 HUDSON	4791
Nepal	TM-205 HUDSON	14293/056
Nepal	TM-205 #2 HUDSON	14295/056
Cambodia	TM-205 #2 HUDSON	767
Hong Kong	TM-205 #2 HUDSON	B1897/1994
United Kingdom	TM-205 #2 HUDSON	B1550906
Thailand	TM-205 #2 HUDSON	SM6658
China	TM-205 #2 HUDSON	777376
Ecuador	TM-205 #2 HUDSON	1629-98
Saudi Arabia	TM-205 #2 HUDSON	149/62
Spain	TM-205 #2 HUDSON	1782033
Peru	TM-205 #2 HUDSON	11409
Mexico	TM-205 #2 HUDSON	379814
Paraguay	TM-205 #2 HUDSON	174284
Laos	TM-205 #2 HUDSON	8018
Argentina	TM-205 #2 HUDSON	1585267
Australia	TM-205 #2 HUDSON	615600
Bolivia	TM-205 #2 HUDSON	59093
Brazil	TM-205 #2 HUDSON	815391170
U.A.E.	TM-205 #2 HUDSON	2900
Ecuador	TM-205 #3 HUDSON	1629-98
Saudi Arabia	TM-205 #3 HUDSON	131/76
Hong Kong	TM-205 #3 HUDSON	B1898/1994
Laos	TM-205 #3 HUDSON	8019
Peru	TM-205 #3 HUDSON	11408
Nepal	TM-205 #3 HUDSON	14294/056
Cambodia	TM-205 #3 HUDSON	766

Country	Trademark	Registration Number
China	TM-205 #3 HUDSON	747561
U.A.E.	TM-205 #3 HUDSON	2992
Laos	TM-205 #4 HUDSON	8020
Lithuania	TM-206 FIN-FAN	24440
Romania	TM-206 FIN-FAN	22153
United Kingdom	TM-206 FIN-FAN	B1071334
Indonesia	TM-206 FIN-FAN	399095
E.C.T.	TM-206 FIN-FAN	61747
Qatar	TM-206 FIN-FAN	10951
Taiwan	TM-206 FIN-FAN	631059
Moldova	TM-206 FIN-FAN	3749
Latvia	TM-206 FIN-FAN	M34273
Vietnam	TM-206 FIN-FAN	18383
Georgia	TM-206 FIN-FAN	5261
U.A.E.	TM-206 FIN-FAN	5317
Peru	TM-206 FIN-FAN	37409
Hong Kong	TM-206 FIN-FAN	B01384
Venezuela	TM-206 FIN-FAN	118976-F
Colombia	TM-206 FIN-FAN	165535
Chile	TM-206 FIN-FAN	506546
Canada	TM-206 FIN-FAN	563436
Cambodia	TM-206 FIN-FAN	775
Thailand	TM-206 FIN-FAN	45278
Ukraine	TM-206 FIN-FAN	9477
Slovak Republic	TM-206 FIN-FAN	179212
Italy	TM-206 FIN-FAN	439423
Estonia	TM-206 FIN-FAN	18982
South Korea	TM-206 FIN-FAN	301562
Australia	TM-206 FIN-FAN	A586076
Czech Republic	TM-206 FIN-FAN	183932
Armenia	TM-206 FIN-FAN	2958
Ecuador	TM-206 FIN-FAN	1130-99
Bahrain	TM-206 FIN-FAN	16729
Kazakhstan	TM-206 FIN-FAN	3924
Saudi Arabia	TM-206 FIN-FAN	149/60
South Africa	TM-206 FIN-FAN	81/0308
Brazil	TM-206 FIN-FAN	6903967
Russian Federation	TM-206 FIN-FAN	128746
Laos	TM-206 #2 FIN-FAN	8017
China	TM-206 #2 FIN-FAN	1142894
Mexico	TM-206 #3 FIN-FAN	429665
Japan	TM-206 #4 FIN-FAN (IN KANA)	2349740
Japan	TM-206 #5 FIN-FAN	3357722

Country	Trademark	Registration Number
Kazakhstan	TM-207 STAC-FLO	3926
Latvia	TM-207 STAC-FLO	M34275
Japan	TM-207 STAC-FLO	1531855
Moldova	TM-207 STAC-FLO	3747
South Korea	TM-207 STAC-FLO	257314
Lithuania	TM-207 STAC-FLO	24255
Qatar	TM-207 STAC-FLO	10953
Canada	TM-207 STAC-FLO	3302423
Taiwan	TM-207 STAC-FLO	631209
Thailand	TM-207 STAC-FLO	TM3876
China	TM-207 STAC-FLO	751461
Ukraine	TM-207 STAC-FLO	9476
Brazil	TM-207 STAC-FLO	682845
Colombia	TM-207 STAC-FLO	199624
Saudi Arabia	TM-207 STAC-FLO	149/58
Czech Republic	TM-207 STAC-FLO	183933
Bahrain	TM-207 STAC-FLO	16727
Australia	TM-207 STAC-FLO	A312949
Ecuador	TM-207 STAC-FLO	5521-98
Armenia	TM-207 STAC-FLO	3257
Romania	TM-207 STAC-FLO	22154
Indonesia	TM-207 STAC-FLO	398988
E.C.T.	TM-207 STAC-FLO	243451
France	TM-207 STAC-FLO	1691654
Slovak Republic	TM-207 STAC-FLO	177503
U.A.E.	TM-207 STAC-FLO	7567
Georgia	TM-207 STAC-FLO	5262
Peru	TM-207 STAC-FLO	37411
Nepal	TM-207 STAC-FLO	14292/056
Uzbekistan	TM-207 STAC-FLO	4836
Hong Kong	TM-207 STAC-FLO	3789/1994
Estonia	TM-207 STAC-FLO	18439
Italy	TM-207 #2 STAC-FLO	358491
United Kingdom	TM-207 #2 STAC-FLO	1084291
Spain	TM-208 TUF-LITE	1737420
Hong Kong	TM-208 TUF-LITE	B01383
Georgia	TM-208 TUF-LITE	5263
Peru	TM-208 TUF-LITE	37412
Argentina	TM-208 TUF-LITE	1506094
France	TM-208 TUF-LITE	1368219
Australia	TM-208 TUF-LITE	B534665
Slovak Republic	TM-208 TUF-LITE	177504
Bahrain	TM-208 TUF-LITE	16730
Mexico	TM-208 TUF-LITE	305580

Country	Trademark	Registration Number
Bolivia	TM-208 TUF-LITE	58543
E.C.T.	TM-208 TUF-LITE	62018
Qatar	TM-208 TUF-LITE	10949
Brazil	TM-208 TUF-LITE	6626440
Armenia	TM-208 TUF-LITE	3258
Thailand	TM-208 TUF-LITE	TM6797
China	TM-208 TUF-LITE	728400
Colombia	TM-208 TUF-LITE	223075
Saudi Arabia	TM-208 TUF-LITE	149/59
Czech Republic	TM-208 TUF-LITE	183934
Russian Federation	TM-208 TUF-LITE	128593
Benelux	TM-208 TUF-LITE	525758
Germany	TM-208 TUF-LITE	2067042
Ukraine	TM-208 TUF-LITE	9479
Chile	TM-208 TUF-LITE	414583
Canada	TM-208 TUF-LITE	245675
Taiwan	TM-208 TUF-LITE	644185
Romania	TM-208 TUF-LITE	22155
Estonia	TM-208 TUF-LITE	18440
Paraguay	TM-208 TUF-LITE	163429
Italy	TM-208 TUF-LITE	597866
Uzbekistan	TM-208 TUF-LITE	4160
South Korea	TM-208 TUF-LITE	291163
Japan	TM-208 TUF-LITE	1559838
Kuwait	TM-208 TUF-LITE	24398
South Africa	TM-208 TUF-LITE	B76/2660
Kazakhstan	TM-208 TUF-LITE	3925
Lithuania	TM-208 TUF-LITE	24256
Venezuela	TM-208 TUF-LITE	118979
Malaysia	TM-208 TUF-LITE	93/07227
Latvia	TM-208 TUF-LITE	M34274
Moldova	TM-208 TUF-LITE	3748
Uruguay	TM-208 TUF-LITE	259541
U.A.E.	TM-208 TUF-LITE	7633
Indonesia	TM-208 TUF-LITE	398989
Iran	TM-208 TUF-LITE	70513
Laos	TM-208 #2 TUF-LITE	8021
Japan	TM-208 #3 TAFLITE (IN ROMAN AND KANA)	2441466
Romania	TM-209 HY-FIN	21837
Japan	TM-209 HY-FIN	1415429
Hong Kong	TM-209 HY-FIN	B05153/199
E.C.T.	TM-209 HY-FIN	61739
Ecuador	TM-209 HY-FIN	5522-98

Country	Trademark	Registration Number
Brazil	TM-209 HY-FIN	6903983
Canada	TM-209 HY-FIN	355761
Saudi Arabia	TM-209 HY-FIN	149/61
Australia	TM-209 HY-FIN	B323630
U.A.E.	TM-209 HY-FIN	2992
China	TM-209 HY-FIN	1271690
U.A.E.	TM-226 HEATFLO (IN BLOCK LETTERS)	2990
Romania	TM-226 HEATFLO (IN BLOCK LETTERS)	21842
Canada	TM-226 HEATFLO (IN BLOCK LETTERS)	407344
Hong Kong	TM-226 HEATFLO (IN BLOCK LETTERS)	B01103/199
Peru	TM-226 HEATFLO (IN BLOCK LETTERS)	37407
Mexico	TM-226 #2 HEATFLO & DESIGN	465984
Canada	TM-237 AUTO- VARIABLE (stylized script)	243693
Saudi Arabia	TM-237 AUTO- VARIABLE (stylized script)	171/23
Japan	TM-237 AUTO- VARIABLE (stylized script)	1398923
Cambodia	TM-243 COMBIN-AIRE	776
South Korea	TM-243 COMBIN-AIRE	261595
China	TM-243 COMBIN-AIRE	751462
Italy	TM-243 COMBIN-AIRE	439420
Thailand	TM-243 COMBIN-AIRE	TM6042
Saudi Arabia	TM-243 COMBIN-AIRE	263/10
U.A.E.	TM-243 COMBIN-AIRE	7403
Australia	TM-243 COMBIN-AIRE	323628
Taiwan	TM-243 COMBIN-AIRE	631208
Bahrain	TM-243 COMBIN-AIRE	16728
E.C.T.	TM-243 COMBIN-AIRE	243444
Brazil	TM-243 COMBIN-AIRE	6903975
Qatar	TM-243 COMBIN-AIRE	10954
Romania	TM-243 COMBIN-AIRE	21838
Hong Kong	TM-243 COMBIN-AIRE	1102/1995
Peru	TM-256 HUDSON HYFIN	37410
U.A.E.	TM-275 SOLO-AIRE	2993

Country	Trademark	Registration Number
China	TM-275 SOLO-AIRE	1271689
South Korea	TM-275 SOLO-AIRE	261596
Ecuador	TM-275 SOLO-AIRE	496-00DNPI
Romania	TM-275 SOLO-AIRE	21841
E.C.T.	TM-275 #2 HUDSON SOLO-AIRE	902296
Thailand	TM-275 #2 HUDSON SOLO-AIRE	37637
Mexico	TM-275 #3 SOLO-AIRE	468295
U.A.E.	TM-340 TUF-LITE II	7525
Venezuela	TM-340 TUF-LITE II	155048
Argentina	TM-340 TUF-LITE II	1506098
Romania	TM-340 TUF-LITE II	2156
Hong Kong	TM-340 TUF-LITE II	1382/1995
Benelux	TM-340 TUF-LITE II	527388
Brazil	TM-340 TUF-LITE II	815241240
Bolivia	TM-340 TUF-LITE II	59593
E.C.T.	TM-340 TUF-LITE II	61705
Peru	TM-340 TUF-LITE II	37503
Kuwait	TM-340 TUF-LITE II	24399
Paraguay	TM-340 TUF-LITE II	163430
France	TM-340 TUF-LITE II	1563536
Iran	TM-340 TUF-LITE II	70512
Thailand	TM-340 TUF-LITE II	TM10307
Bahrain	TM-340 TUF-LITE II	16731
Qatar	TM-340 TUF-LITE II	10950
Uruguay	TM-340 TUF-LITE II	259540
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Japan	TM-340 TUF-LITE II	2441465
Taiwan	TM-340 TUF-LITE II	644266
Germany	TM-340 TUF-LITE II	2067043
Saudi Arabia	TM-340 TUF-LITE II	263/12
South Korea	TM-340 TUF-LITE II	329950
China	TM-340 TUF-LITE II	728398
Mexico	TM-340 #2 TUF-LITE II	488770
Laos	TM-340 #2 TUF-LITE II	8022
China	TM-357 HUDSON PRODUCTS (DOUBLE ARROW LOGO)	777798
China	TM-357 #2 HUDSON PRODUCTS (DOUBLE ARROW LOGO)	778247
China	TM-357 #3 HUDSON	777375

Country	Trademark	Registration Number
	PRODUCTS (DOUBLE ARROW LOGO)	
Malaysia	TM-372 TUF-EDGE	93/07226
China	TM-372 TUF-EDGE	728399
Iran	TM-372 TUF-EDGE	70514
Saudi Arabia	TM-372 TUF-EDGE	263/9
Paraguay	TM-372 TUF-EDGE	163428
Argentina	TM-372 TUF-EDGE	1506096
U.A.E.	TM-372 TUF-EDGE	6346
France	TM-372 TUF-EDGE	92446762
Colombia	TM-372 TUF-EDGE	223076
Brazil	TM-372 TUF-EDGE	81696780
Venezuela	TM-372 TUF-EDGE	P176901
Kuwait	TM-372 TUF-EDGE	24450
Romania	TM-372 TUF-EDGE	21835
Taiwan	TM-372 TUF-EDGE	637853
Spain	TM-372 TUF-EDGE	1737416
Benelux	TM-372 TUF-EDGE	525757
Italy	TM-372 TUF-EDGE	674304
Bolivia	TM-372 TUF-EDGE	58560
Canada	TM-372 TUF-EDGE	421634
Germany	TM-372 TUF-EDGE	2067044
South Korea	TM-372 TUF-EDGE	257313
Qatar	TM-372 TUF-EDGE	10948
Mexico	TM-372 TUF-EDGE	458668
Uruguay	TM-372 TUF-EDGE	259542
Chile	TM-372 TUF-EDGE	414582
Bahrain	TM-372 TUF-EDGE	16732
Italy	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	374650
U.A.E.	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	2989
Indonesia	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	311816
Brazil	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	6626424
Romania	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	21839
Taiwan	TM-376 AUTO-	649487

Country	Trademark	Registration Number
	VARIABLE (BLOCK LETTERS)	
Peru	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	37408
Bahrain	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	16733
Qatar	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	10947
South Africa	TM-376 AUTO-VARIABLE (BLOCK LETTERS)	B76/2659
Mexico	TM-376 #2 AUTO-VARIABLE (BLOCK LETTERS)	473785
Romania	TM-392 EXACT-A-PITCH	21840
U.A.E.	TM-392 EXACT-A-PITCH	6374
Ecuador	TM-539 SPLIT-FLO	5526-98
Brazil	TM-539 SPLIT-FLO	820007684
Ecuador	TM-540 HEATFLO (IN BLOCK LETTERS)	5524-98
Chile	TM-540 HEATFLO (IN BLOCK LETTERS)	506547
Brazil	TM-540 HEATFLO (IN BLOCK LETTERS)	81990515
Colombia	TM-540 HEATFLO (IN BLOCK LETTERS)	233805
Taiwan	TM-545 STEAMFLO	909096
South Korea	TM-545 STEAMFLO	0474052
Mexico	TM-545 STEAMFLO	614638
E.C.T.	TM-545 STEAMFLO	1214667
Canada	TM-545 STEAMFLO	537779
Japan	TM-545 STEAMFLO	4425525
China	TM-545 STEAMFLO	1470564
E.C.T.	TM-545 #2 STEAMFLO	1179654
Canada	TM-546 THERMFLO	537777
E.C.T.	TM-546 THERMFLO	1180041
Mexico	TM-546 THERMFLO	614639
E.C.T.	TM-560 HUDSON TUF-EDGE	1156736

Pending Trademark Applications

Country	Trademark	Application Number	Status
United States	TM-561 TUF-LITE III	75/787771	Published
Bangladesh	TM-205 HUDSON	58676	Filed
Pakistan	TM-205 HUDSON	152608	Filed
Azerbaijan	TM-205 HUDSON	994868/3	Filed
India	TM-205 HUDSON	627832	Filed
Sri Lanka	TM-205 HUDSON	91078	Published
India	TM-205 #2 HUDSON	627831	Filed
Sri Lanka	TM-205 #2 HUDSON	91076	Filed
Sri Lanka	TM-205 #3 HUDSON	91077	Published
Malaysia	TM-206 FIN-FAN	93/07222	Filed
India	TM-206 FIN-FAN	739317	Filed
Azerbaijan	TM-206 FIN-FAN	994871/3	Filed
Singapore	TM-206 #2 FIN-FAN	97/05889E	Filed
Azerbaijan	TM-207 STAC-FLO	994869/3	Filed
India	TM-207 STAC-FLO	739309	Filed
India	TM-208 TUF-LITE	739312	Filed
India	TM-226 HEATFLO (IN BLOCK LETTERS)	739313	Filed
India	TM-256 HUDSON HYFIN	739311	Filed
India	TM-340 TUF-LITE II	739319	Filed
E.C.T.	TM-372 TUF-EDGE	62059	Filed
Venezuela	TM-546 THERMFLO	8855-1999	Published

Abandoned United States Trademarks

Country	Trademark	Serial Number	Status
United States	Alumaflo	75345206	Abandoned – No Statement of Use Filed
United States	A Step Toward Tomorrow... Today	74306490	Abandoned – No Statement of Use Filed
United States	Dedicated to Total Quality and Customer Satisfaction	74303736	Abandoned – No Statement of Use Filed

Foreign Trademarks Abandoned After December 31, 2001

File No.	Trademark	Country	Comments
TM-207	STAC-FLO	Cambodia	Dropped in Feb. 2002
		Viet Nam	Dropped in Feb. 2002
TM-208	TUF-LITE	Cambodia	Dropped in Feb. 2002
TM-209	HY-FIN	Cambodia	Dropped in Feb. 2002
		Thailand	Dropped in Jan. 2002
		Viet Nam	Dropped in Feb. 2002
TM-226	HEATFLO	Viet Nam	Dropped in Feb. 2002
		Thailand	Dropped in Jan. 2002
		Cambodia	Dropped in Feb. 2002
TM-243	COMBIN-AIRE	Viet Nam	Dropped in March 2002
TM-244	VARIFLO	Viet Nam	Dropped in Feb. 2002

File No.	Trademark	Country	Comments
		United Arab Emirates	Dropped in May 2002
		Rep. of Korea	Dropped in Feb. 2002
		Italy	Dropped in May 2002
		Canada	Dropped in May 2002
		Cambodia	Dropped in Feb. 2002
		China	Dropped in May 2002
		Thailand	Dropped in Jan. 2002
TM-275	SOLO-AIRE	Viet Nam	Dropped in Feb. 2002
		Cambodia	Dropped in Feb. 2002

File No.	Trademark	Country	Comments
TM-340	TUF-LITE II	Cambodia	Dropped in Feb. 2002
		Viet Nam	Dropped in Feb. 2002
TM-372	TUF-EDGE	Spain	Dropped in June 2002
TM-376	AUTO-VARIABLE	Viet Nam	Dropped in Jan. 2002

Unfiled Trademark Applications

Country	Trademark
Uzbekistan	TM-206 FIN-FAN
United Kingdom	TM-208 TUF-LITE
United States	TM-583 HUDSON SOLUTIONS

Item B. Trademark Licenses

Name of Agreement	Parties	Date
License Agreement	Hudson Products Corporation/ Hudson HEI Pty. Ltd.	February 9, 2001
Agreement	Hudson Products Corporation/ Paharpur Cooling Towers Ltd.	August 18, 1998
Agreement	Hudson Products Corporation/Seoul Plant Engineering & Construction Co., Ltd.	August 1, 2000
Patent License and Trademark Agreement	Hudson Products Corporation/Chiyoda Protech Corporation	June 1, 1993

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
Hudson Products Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other Texas
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: 7/10/02

2. Name and address of receiving party(ies)

Name: Comerica Bank, as Agent
Internal Address:
Street Address: One Detroit Center, 6th Floor
City: Detroit State: MI Zip: 48275-3280

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Michigan banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) 75/787771

B. Trademark Registration No.(s) 2184465

2182675; 1341486; 1316841; 945247

Additional number(s) attached Yes No

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

Name: Angela Alvarez Sujek

Internal Address: Bodman, Longley & Dahling LLP

Street Address: 110 Miller, Suite 300

City: Ann Arbor State: MI Zip: 48104

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....\$ 765.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02-2880

DO NOT USE THIS SPACE

9. Signature.

Angela Alvarez Sujek
Name of Person Signing

Angela Alvarez Sujek
Signature

July 19, 2002
Date

Total number of pages including cover sheet, attachments, and document: 22

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

Recordation Form Cover Sheet Continuation

Hudson Products Corporation

Additional Trademark Registration Numbers

1227438
685140
1781290
1579956
607702
589588
1920699
595175
588975
1913190
1609687
1754223
1751717
1844102
1774462
1738002
1935526
1800709
1762616
2147805
2206906
2217781
2206905
2198306

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
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Angela Alvarez Sujek
Signature

July 19, 2002
Date

Total number of pages including cover sheet, attachments, and document: 22

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TRADEMARK

REEL: 002549 FRAME: 0457

Recordation Form Cover Sheet Continuation

Hudson Products Corporation

Additional Trademark Registration Numbers

1227438
685140
1781290
1579956
607702
589588
1920699
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588975
1913190
1609687
1754223
1751717
1844102
1774462
1738002
1935526
1800709
1762616
2147805
2206906
2217781
2206905
2198306

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(734) 930-0121
ASUJEK@BODMANLONGLEY.COM

July 19, 2002

By Express Mail

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Recordation Form Cover Sheet for Trademarks

Ladies and Gentlemen:

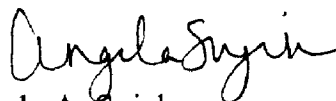
Enclosed please find:

- (1) the original and two (2) copies of the signed Recordation Form Cover Sheet for Trademarks;
- (2) a copy of the original Trademark Agreement between Hudson Products Corporation (Debtor) and Comerica Bank, as Agent (Secured Party); and
- (3) a check in the amount of \$765.00 in payment of the filing fees.

Our firm has established a deposit account with your office, Account No. 02-2880. This letter will act as authority for you to withdraw from this account, should additional funds be needed to process this filing.

Please contact me if further information is required. Thank you.

Very truly yours,


Angela A. Sujek

AMAS/lmc
Enclosures

EU 043053836 US

AnnArbor 49821_1

RECORDED: 07/20/2002

TRADEMARK
REEL: 002549 FRAME: 0459