

08-06-2002

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



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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.

8-6-02

1. Name of conveying party(ies): Appliquence Controls Group, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State (Delaware) [] Other

2. Name and address of receiving party(ies) Name: Hilco Capital LP Internal Address: 5 Revere Drive, Suite 202 Street Address: City: Northbrook State: IL Zip: 60062

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

3. Nature of conveyance: [x] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: July 26, 2002

[] Individual(s) citizenship [] Association [] General Partnership [x] Limited Partnership Delaware [] Corporation-State [] Other 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 [x] No

4. Application number(s) or registration number(s): A. Trademark Application No.(s)

B. Trademark Registration No.(s) SEE ATTACHED SCHEDULE A

Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Tammy S. Settle Internal Address: Vedder, Price, Kaufman & Kammholz Street Address: 222 N. LaSalle St., 24th Floor City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41) \$ 315.00 [x] Enclosed [x] Authorized to be charged to deposit account (Charge any deficiencies or credit any overpayment to the acct)

8. Deposit account number: 22-0259

(Attach 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.

Tammy S. Settle Name of Person Signing

Tammy S. Settle Signature

Aug 5 2002 Date

Total number of pages including cover sheet, attachments, and document: 5

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

08/06/2002 TDIAZ1 00000105 505688

01 FC:481 02 FC:482

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TRADEMARK REEL: 002556 FRAME: 0327

SCHEDULE A

<u>Mark</u>	<u>Application Date</u>	<u>Registration Date</u>	<u>Registration Number</u>
Harper	3/13/47	1/18/49	505,688
H – in a Circle	3/8/47	1/18/49	505,687
Alltrol	7/5/47	1/25/49	505,934
Alltrol Center Simmer & Design	12/29/51	3/10/53	571,640
Oven-Matic	10/3/58	6/16/59	680,424
Frame Selector	3/8/60	9/4/62	737,332
All-Temp	10/29/63	1/3/67	821,615
H-W Logo	6/3/66	6/4/68	850,227
Kool-Lite gas	4/7/75	1/6/76	1,029,245
Dedicated to Quality	8/13/92	4/3/84	1,273,150
Pro-Stat	5/19/83	6/5/84	1,280,590
E*G	6/17/94	9/10/96	2,000,271

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Appliance Controls Group, Inc., a corporation formed under the laws of Delaware, located at 84 North Dugan Road, Sugar Grove, Illinois 60554 (“Borrower”), has adopted, used and is using the marks shown in the attached Schedule A (the “Marks”), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Hilco Capital LP, a Delaware limited partnership (“Lender”) pursuant to (i) a certain Loan and Security Agreement, dated as of the date hereof, among Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated as of the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender for its benefit a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender for its benefit and grant to Lender for its benefit a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of the Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE - TRADEMARK ASSIGNMENT OF SECURITY

Dated: July 26, 2002

Witness:

APPLIANCE CONTROLS GROUP, INC.

Kristen Stevens

By: Harrison R. Horan

Name: Harrison R. Horan

Title: Vice President

~~STATE OF NEW YORK~~)
MICHIGAN)
OAKLAND : ss.:
~~COUNTY OF NEW YORK~~)

On this 17 day of July, 2002, before me personally came Harrison R. Horan, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Appliance Controls Group, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

REBECCA BROWN
Notary Public, Oakland County, MI
My Commission Expires Aug 6, 2005

Rebecca Brown
Notary Public

Signature Page to Trademark Assignment of Security

Dated: July 26, 2002

Witness:

HILCO CAPITAL, LP

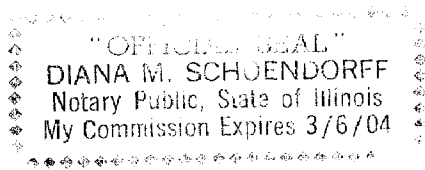
Ruthless Schweitzer

By: Alex Franky
Vice President

STATE OF ILLINOIS)
 :
COUNTY OF COOK)

ss.:

On this 26th day of July, 2002, before me personally came Alex Franky, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of Hilco Capital LP, the limited partnership described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of said limited partnership.



D. M. Schoendorff
Notary Public