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

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): Robertshaw Controls Company
Individual(s) Association General Partnership Limited Partnership Corporation-State Delaware Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: Deutsche Bank AG, London Internal Address: Winchester House Attn: Sean Malone Street Address: 1 Great Winchester Street City: London State: UK Zip: EC2 2 EQ
Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Germany 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 No

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other
Execution Date: April 1, 2004

4. Application number(s) or registration number(s): A. Trademark Application No.(s) none B. Trademark Registration No.(s) See Attached Schedule A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Adam M. Grandy, Legal Assistant Internal Address: c/o Palmer & Dodge LLP Street Address: 111 Huntington Avenue at Prudential Center City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 24
7. Total fee (37 CFR 3.41): \$ 615.00 Enclosed Authorized to be charged to deposit account
8. Deposit account number: 16/0085

DO NOT USE THIS SPACE

9. Signature. Adam M. Grandy Name of Person Signing April 2, 2004 Date

04/08/2004 DBYRNE 00000027 509419 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231
01 FC:0521 40.00 OP
02 FC:0522 575.00 OP

TRADEMARK REEL: 002945 FRAME: 0665

ROBERTSHAW CONTROLS COMPANY

SCHEDULE A

4.A. Trademark Application Numbers:

None

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Filing Date
ROBERTSHAW	509,419/71-545,895	31 December 47
UNITROL	566,725/71-624,851	12 February 52
ROBERTSHAW (STYLIZED LETTERS)	569,742/71-626,416	13 March 52
ROBERTSHAW	574,303/71-626,414	13 March 52
ROBERTSHAW	579,633/71-626,415	13 March 52
MINI-PILOT	601,047/71-661,962	03 March 54
FULTROL	642,610/72-010,346	15 June 56
LEVEL-TEK	690,217/72-075,355	08 June 59
LEVEL-TEL	694,211/72-076,427	24 June 59
CINTARG	766,375/72-150,105	30 July 62
SELECT-A-GAS	819,891/72-211,580	08 February 65
INTERSTATE	842,049/72-263,401	26 January 67
UNI-LINE	857,882/72-274,241	19 June 67
VIBRASWITCH	875,613/72-313,522	03 December 68
SLIP-FIT	960,859/72-418,374	15 March 72
UNI-COUPLE	997,555/72-445,296	05 January 73
SIMICON	1,003,350/72-445,870	12 January 73
UNI-KIT	1,010,735/72-463,542	12 September 73

STOK-BOX	1,024,403/73-023,385	05 June 74
MINI-TEK	1,116,319/73-075,074	22 January 76
MINI-GARD	1,301,397/73-451,303	04 November 83
SNAP-FIT	1,349,153/73-512,157	05 December 84
CONTROLWORKS	2,517,908/75-584,152	06 November 98
CENTERON	2,583,162/75-909,256	03 February 00

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Robertshaw Controls Company (the **Grantor**), a Delaware corporation whose principal place of business is located at P.O. Box 26544, 1701 Byrd Avenue, Richmond, VA 23230-3011, is the owner and user of the United States registered trademarks and/or the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) the Pledge and Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks;
 - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the Pledge and Security Agreement); and
 - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the Pledge and Security Agreement).
- (C) The parties to the Pledge and Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the Pledge and Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the **Trademark Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant to this Trademark Security Agreement secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing under or in respect of the Pledge and Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.
4. This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 1 day of April, 2004.

Grantor

ROBERTSHAW CONTROLS COMPANY

By: 

Name: Jules Jay Morris

Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:

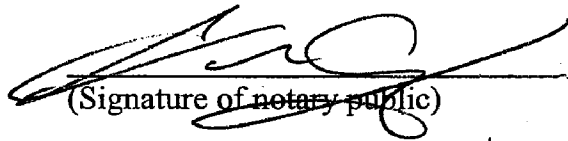
Name:

Title:

Commonwealth of Massachusetts

County of Suffolk

On this 1st day of April, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Robertshaw Controls Company, with authority to do so.



(Signature of notary public)

My commission expires: 4/11/2008

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Grantor

ROBERTSHAW CONTROLS COMPANY

By:

Name: Jules Jay Morris

Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:



Name: D. BRUHL S. MALONE
Title:

NY1A1248781W03QRKD031.DOC54131.0014

TRADEMARK
REEL: 002945 FRAME: 0672

SCHEDULE A**Trademarks****ROBERTSHAW CONTROLS COMPANY**

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