

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Robertshaw Controls Company		07/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Deutsche Bank AG, London Branch
Street Address:	1 Great Winchester Street
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	EC2N 2DB
Entity Type:	CORPORATION: GERMANY

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Serial Number:	71545895	ROBERTSHAW
Serial Number:	71624851	UNITROL
Serial Number:	71626416	ROBERTSHAW
Serial Number:	71626414	ROBERTSHAW
Serial Number:	72010346	FULTROL
Serial Number:	72075355	LEVEL-TEK
Serial Number:	72076427	LEVEL-TEL
Serial Number:	72263401	INTERSTATE
Serial Number:	72274241	UNI-LINE
Serial Number:	72313522	VIBRASWITCH
Serial Number:	72445296	UNI-COUPLE
Serial Number:	72463542	UNI-KIT
Serial Number:	73075074	MINI-TEK
Serial Number:	75584152	CONTROLWORKS

CH \$515.00 71545895

Serial Number:	75909256	CENTERON
Serial Number:	78664753	GOODWATTS
Serial Number:	78357532	GOODWATTS
Serial Number:	78679835	MAKE THE CONNECTION ROBERTSHAW PARAGON FIREX ELIWELL RANCO
Serial Number:	78664700	MICROVENT 2000
Serial Number:	78604866	SLIP-FIT

CORRESPONDENCE DATA

Fax Number: (617)227-4420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6172390632
Email: agrandy@eapdlaw.com
Correspondent Name: Adam M. Grandy
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Angell Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02135

ATTORNEY DOCKET NUMBER:	300045-1
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Adam M. Grandy
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Signature:	/Adam M. Grandy/
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Date:	07/13/2006
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Total Attachments: 6
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CHEESWRIGHTS

NOTARIES PUBLIC

N P Ready
R M Campbe
J B Burgess
E Gardiner
A J Claudet
I A Rogers

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WILLIAM EDWARD SPINNEY subscribed to the document hereunto annexed, such signature having been subscribed in my presence by the said William Edward Spinney, vice president of the corporation styled ROBERTSHAW CONTROLS COMPANY incorporated in Delaware, the United States of America;

AND I DO FURTHER CERTIFY the genuineness of the signatures of MARIA DE LELLIS and CRAIG GREGORY ROBERT HOEPFL also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Maria de Lellis and Craig Gregory Robert Hoepfl, together duly authorised signatories of the corporation styled DEUTSCHE BANK AKTIENGESELLSCHAFT, incorporated in the Federal Republic of Germany and having a branch London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of July in the year two thousand and six.



Ruth M. Campbell

My Commission Expires with Life

E-mail : notary@cheeswrights.co.uk

www.cheeswrights.co.uk

10 Philpot Lane London EC3M 8BR
Tel : 020 7623 9477
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Tel : 020 7712 1565

DX 627 / London City EC3



REEL: 003347 FRAME: 0689

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TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Robertshaw Controls Company (the **Grantor**), a Delaware corporation whose registered address is located at P.O. Box 26544, 1701 Byrd Avenue, Richmond, VA 23230, is the owner and user of the United States registered trademarks and/or the owner of the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) that certain Common Pledge and Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) made between, amongst others, the Grantor and Deutsche Bank AG London Branch, 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; and
 - (2) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the **Credit Agreement**) made between, amongst others, the Grantor, as guarantor, HSBC Bank plc and the Security Agent.
- (C) The parties to the Pledge and Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Pledge and Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral;

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

Section 1. Defined Terms

Unless otherwise defined herein, the terms defined in this Trademark Security Agreement have the meanings defined in the Pledge and Security Agreement (including by reference).

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Credit Agreement. 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 to and under the following collateral of the Grantor (the **Trademark Collateral**):

- (a) the Trademarks;

- (b) the good will of the business symbolized by the Trademarks;
- (c) the registrations and/or applications for registration of the Trademarks; and
- (d) 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.

Section 3. Pledge and Security Agreement and Credit Agreement

This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement and the Credit Agreement.

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.

Section 4: Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 5. Counterparts

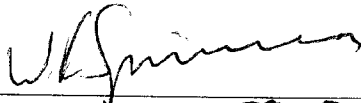
This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

IN WITNESS WHEREOF, each of 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 13th day of July, 2006.

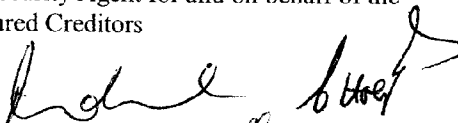
Grantor

ROBERTSHAW CONTROLS COMPANY

By: 
Name: WILLIAM SPIVEY
Title: VICE-PRESIDENT

Security Agent

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

By: 
Name: M. DeLellis C. HOEPP
Title: VP AVP

SCHEDULE A

ROBERTSHAW CONTROLS COMPANY

TRADEMARKS AND TRADEMARK APPLICATIONS

Item Number	Trademark	Registration Number/ Application Number	Filing Date	Registration/Expiration on Date	Country
1.	ROBERTSHAW	509,419/71-545,895	31 December 47	03 May 49	US
2.	UNITROL	566,725/71-624,851	12 February 52	11 November 52	US
3.	ROBERTSHAW (STYLIZED LETTERS)	569,742/71-626,416	13 March 52	27 January 53	US
4.	ROBERTSHAW	574,303/71-626,414	13 March 52	12 May 53	US
5.	FULTROL	642,610/72-010,346	15 June 56	12 March 57	US
6.	LEVEL-TEK	690,217/72-075,355	08 June 59	22 December 59	US
7.	LEVEL-TEL	694,221/72-076,427	24 June 59	08 March 60	US
8.	INTERSTATE	842,049/72-263,401	26 January 67	09 January 68	US
9.	UNI-LINE	857,882/72-274,241	19 June 67	01 October 68	US
10.	VIBRASWITCH	875,613/72-313,522	03 December 68	26 August 69	US

Item Number	Trademark	Registration Number/ Application Number	Filing Date	Registration/Expiration on Date	Country
11.	UNI-COUPLE	997,555/72-445,296	05 January 73	05 November 74	US
12.	UNI-KIT	1,010,735/72-463,542	12 September 73	13 May 75	US
13.	MINI-TEK	1,116,319/73-075,074	22 January 76	10 April 79	US
14.	CONTROLWORKS	2,517,908/75-584,152	06 November 98	11 December 01	US
15.	CENTERON	2,583,162/75-909,256	03 February 00	18 June 02	US
16.	GOODWATTS	Appl. No. 78/664753	06 July 05		US
17.	GOODWATTS	3061049/ Appl. No. 78/357532	26 January 04	21 February 06	US
18.	MAKE THE CONNECTION Stylized Button	Appl. No. 78/679835	27 July 05		US
19.	MICROVENT 2000	Appl. No. 78/664700	06 July 05		US
20.	SLIP-FIT	Appl. No. 78/604866	08 April 05		US