

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Watersoft Inc.		12/22/2006	CORPORATION: RHODE ISLAND
RECEIVING PARTY DATA			
Name:	BARCLAYS BANK PLC, as Administrative Agent		
Street Address:	One Churchill Place		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5HP		
Entity Type:	public limited liability company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1319229	PROVECTR	
CORRESPONDENCE DATA			
Fax Number:	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	039269-0007 (SEC. AGT.)		
DOMESTIC REPRESENTATIVE			
Name:	Julie L. Dalke		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

OP \$40.00 1319229

TRADEMARK

NAME OF SUBMITTER:	Anna T Kwan
Signature:	/Anna T Kwan/
Date:	12/22/2006
Total Attachments: 6 source=WaterSoft TM Security Agmt#page1.tif source=WaterSoft TM Security Agmt#page2.tif source=WaterSoft TM Security Agmt#page3.tif source=WaterSoft TM Security Agmt#page4.tif source=WaterSoft TM Security Agmt#page5.tif source=WaterSoft TM Security Agmt#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of December 22, 2006 (as amended, restated or otherwise modified from time to time, the "Trademark Security Agreement"), between WATER SOFT INC. (the "Grantor"), and BARCLAYS BANK PLC, in its capacity as administrative agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Security, Pledge and Guarantee Agreement dated as of the date hereof (the "Security Agreement") between each of the Grantors and the other grantors thereto and the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Senior Secured Super Priority Debtor in Possession Credit Agreement, the Grantors hereby agree with the Administrative Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I hereto (as such schedule may be amended or supplemented from time to time), and (ii) the right to obtain all renewals thereof (collectively, "Trademarks");

(b) all agreements, whether written or oral, providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule I hereto. (collectively, "Trademark Licenses"); and

(c) to the extent not otherwise included, all Proceeds of any of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

WATER SOFT INC., as debtor and debtor in possession

By: _____

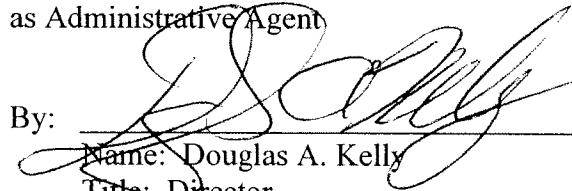
Name:

Title:

A handwritten signature in black ink, appearing to be 'J. Smith', is written over a horizontal line. The signature is cursive and somewhat stylized.

Accepted and Agreed:

BARCLAYS BANK PLC,
as Administrative Agent

By: 
Name: Douglas A. Kelly
Title: Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

Amtrol, Inc.
Schedule of Trademarks
Updated as of December 20, 2006

WATER SOFT INC. TRADEMARKS:							
Mark	EAPD Matter No.	Registration No. or Application Serial No.	Registration Date or Filing Date	Goods and Services	Owner	Correspondent	Status
PROVECTR	62215	1,319,229	02/12/1985	"Water purification and/or softening systems comprising, filtration tanks and precipitation tanks," in Class 11	Water Soft, Inc. 1400 Division Road West Warwick, RI 02893	Douglas G. Gray Edwards Angell Palmer & Dodge LLP P.O. Box 55874 Boston MA 02205	Registered - Renewal due 02/12/2015