

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tecumseh Power Company		12/21/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, LLC
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1115958	KLEEN-AIRE
Registration Number:	1359113	PEERLESS
Registration Number:	1425500	ULTRA-BALANCE
Registration Number:	1754880	BETTER, RIGHT FROM THE START
Registration Number:	1848992	ENDURO
Registration Number:	1876349	SNOW KING
Registration Number:	2086390	CENTURA
Registration Number:	2634061	ESP EASY START PERFORMANCE
Registration Number:	2744230	LEAP LOW EMISSION, ADVANCED PERFORMANCE
Registration Number:	2753419	ULTRA-FRESH
Registration Number:	2854059	MAGNA-TORQUE
Registration Number:	3104617	STERLING
Registration Number:	2598509	SILENTRAC

CH \$390.00 1115958

Registration Number:	2008384	WINTER ENGINEERED
Serial Number:	78221996	STERLING

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	404831
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	01/29/2008

Total Attachments: 12
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of December, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, LLC, in its capacity as Agent for the Lender Group (together with its successors, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among Tecumseh Power Company, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority 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 of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark

TRADEMARK SECURITY AGREEMENT

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licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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.

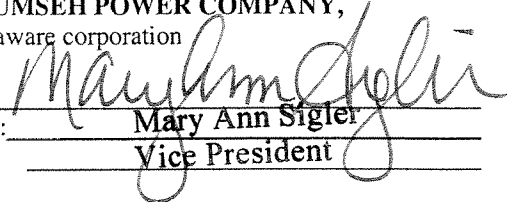
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

IN WITNESS WHEREOF, each 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.

TECUMSEH POWER COMPANY,
a Delaware corporation

By: 
Name: Mary Ann Sigler
Title: Vice President

[Signature page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, LLC,
a Delaware limited liability company, as Agent

By:  _____

Name: TODD R. NAKAMOTO

Title: VICE PRESIDENT

[Signature page to Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATION/APPLICATIONS

Registered Trademarks

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
KLEEN-AIRE	U.S.	Air filtering intake structure for carburetors of internal combustion engines of lawn and garden appliances, Int. Cl. 7	1115958	4/3/1979
PEERLESS	U.S.	Transmissions, transaxles, differentials and right angle drives for land vehicles, Int. Cl. 12	1359113	9/10/1985
ULTRA-BALANCE	U.S.	Overhead valves sold as part of a counter rotating balancing system used in small gasoline engines, Int. Cl. 7	1425500	1/20/1987
BETTER, RIGHT FROM THE START	U.S.	Internal combustion engines not for land vehicles, and parts therefor, Int. Cl. 7	1754880	3/2/1993
ENDURO	U.S.	Gasoline engines not for land vehicles, Int. Cl. 7	1848992	8/9/1994
SNOW KING & design	U.S.	Gasoline engines for snow throwers, Int. Cl. 7	1876349	1/31/1995
CENTURA	U.S.	Small gasoline engines for the lawn and garden industry, Int. Cl. 7	2086390	8/5/1997
EASY START PERFORMANCE & design	U.S.	Small internal combustion engines for lawn and garden products, namely, mowers, tillers, string trimmers, snowblowers, Int. Cl. 7	2634061	10/15/2002
LEAP LOW EMISSION, ADVANCED PERFORMANCE & design	U.S.	Small internal combustion engines for lawn and garden products, Int. Cl. 7	2744230	7/29/2003
ULTRA-FRESH	U.S.	Gasoline stabilizers for use in small engines for lawn and garden, recreational and off-road equipment, Int. Cl. 1	2753419	8/19/2003

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
MAGNA-TORQUE	U.S.	Small internal combustion engines for use in connection with lawn and garden equipment, snow blowers, and utility equipment., and not for use in connection with motorcycles, Int. Cl. 7	2854059	6/15/2004
STERLING	U.S.	Internal combustion engines not for land vehicles, namely internal combustion engines for lawn and garden equipment, landscaping equipment, snow removal equipment and for power generators, Int. Cl. 7	3104617	6/13/2006
SILENTRAC	U.S.	Transmissions for power operated riding mowers and tractors, power operated walk-behind mowers, Int. Cl. 7	2598509	7/23/2002
WINTER ENGINEERED	U.S.	(Int. Cl. 7) Gasoline engines for snow throwers.	2008384	10/15/1996
MOTOCO	U.S.	(Int. Cl. 7) Machinery. (Int. Cl. 12) Vehicles. (Int. Cl. 37) Construction and repair services.	3130152	8/15/2006
LEAP LOW EMISSION, ADVANCED PERFORMANCE & design	Argentina	Small internal combustion engines for lawn and garden products, Int. Cl. 7	1920767	4/2/2003
LAUSON	Australia	Internal combustion engines and parts therefor, Int. Cl. 7	197092	9/1/1965
CENTURA	Australia	Small gasoline engines for the lawn and garden industry, Int. Cl. 7	705923	4/2/1996
LEAP LOW EMISSION, ADVANCED PERFORMANCE & design	Australia	Small internal combustion engines for lawn and garden products, Int. Cl. 7	910907	10/18/2002
POWER PRODUCTS	Benelux	Internal combustion engines and their parts for machines, Int. Cls. 7 & 12	84720	11/25/1971
LAUSON	Benelux	Internal combustion engines and their parts for machines, Int. Cl. 7 & 12	89117	12/22/1971

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
POWER PRODUCTS & design	Benelux	Internal combustion engines and their parts for machines, Int. Cls. 7 & 12	89116	12/22/1971
LAUSON	Benelux	Internal combustion engines and their parts for machines, Int. Cl. 7 & 12	84719	11/9/1994
JIKOV	Canada	(Int. Cl. 7) Machinery.	TMA107840	8/30/1957
QUICK START PRIMER	Canada	Gasoline engines	TMA428683	6/10/1994
ENDURO	Canada	Gasoline engines not for land vehicles, Int. Cl. 7	TMA430753	7/22/1994
BETTER, RIGHT FROM THE START	Canada	Internal combustion engines and parts therefor, Int. Cl. 7	TMA432264	8/26/1994
SNOW KING & design	Canada	Gasoline engines for snow throwers, Int. Cl. 7	TMA449347	10/27/1995
SNOW KING & design	Canada	Gasoline engines for snow throwers, Int. Cl. 7	TMA459714	6/21/1996
WINTER ENGINEERED	Canada	(Int. Cl. 7) Gasoline engines for snow throwers.	TMA553905	11/16/2001
EASY START PERFORMANCE & design	Canada	Small internal combustion engines for lawn and garden products, Int. Cl. 7	TMA595633	11/25/2003
SILENTRAC	Canada	Transmissions for power operated riding mowers and tractors, power operated walk-behind mowers, power operated snow throwers, power operated tillers, power operated carts, power operated trimmers and power operated yard sweepers, vacuums, and blowers, Int. Cl. 7	TMA597986	12/18/2003
ULTRA-FRESH	Canada	Gasoline stabilizers for use in small engines for lawn and garden, recreational and off-road equipment, Int. Cl. 1	TMA623100	10/21/2004
LEAP LOW EMISSION, ADVANCED PERFORMANCE & design	Canada	Small internal combustion engines for lawn and garden products, Int. Cl. 7	TMA626297	11/23/2004

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
MAGNA-TORQUE	Canada	Small internal combustion engines for use in connection with lawn and garden equipment, snow blowers, and utility equipment,, and not for use in connection with motorcycles, Int. Cl. 7	TMA634489	3/7/2005
SILENTRAC	CTM	Transmissions for lawn and garden equipment, Int. Cl. 7	1475144	1/20/2000
MAGNA-TORQUE	CTM	Small internal combustion engines for use in connection with lawn and garden equipment, snow blowers, and utility equipment, Int. Cl. 7	1527357	2/25/2000
ULTRA-FRESH	CTM	Gasoline stabilizers, Int. Cl. 1	1497122	5/2/2003
LEAP LOW EMISSION, ADVANCED PERFORMANCE & design	CTM	Small internal combustion engines for lawn and garden products, Int. Cl. 7	2716017	9/23/2003
STERLING	CTM	Internal combustion engines for vehicles, namely internal combustion engines for lawn and garden, landscaping, and snow removal equipment for generators, Int. Cl. 7	3204931	11/8/2004
STERLING	CTM	Internal combustion engines for go-carts and multipurpose lawn, garden and landscaping vehicles, Int. Cl. 12	3204948	11/8/2004
JIKOV	Czech Republic	(Int. Cl. 7) Motors (other than for road vehicles and for road vehicles except for cars), as fuel systems, carburetors, injectors, injection jets, fuel pumps, liquids and gases, valves... (Int. Cl. 9) Apparatuses and equipment for testing and tuning of engines and their parts; (Int. Cl. 12) Engines for motor land vehicles, gears and gear boxes for motor land vehicles; (Int. Cl. 37) Maintenance and repairs of machines.	184105A	3/8/2001

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
JIKOV	Czech Republic	(Int. Cl. 7) Carburetors and benzene pumps for engines (for vehicles other than cars).	15176A	3/8/2001
JIKOV	Czech Republic	(Int. Cl. 7) Machinery. (Int. Cl. 9) Electrical and scientific apparatus. (Int. Cl. 12) Vehicles.	166342A	4/23/2001
JIKOV	Czech Republic	(Int. Cl. 7) Machinery. (Int. Cl. 9) Electrical and scientific apparatus. (Int. Cl. 12) Vehicles.	153926A	4/24/2001
JIKOV	Czech Republic	(Int. Cl. 7) Machinery. (Int. Cl. 9) Electrical and scientific apparatus. (Int. Cl. 12) Vehicles. (Int. Cl. 37) Construction and repair services.	184106A	4/24/2001
MOTOCO	Czech Republic	(Int. Cl. 7) Machinery. (Int. Cl. 9) Electrical and scientific apparatus. (Int. Cl. 12) Vehicles. (Int. Cl. 37) Construction and repair services.	247238	9/24/2002
MOTOCO	Czech Republic	(Int. Cl. 7) Machinery. (Int. Cl. 9) Electrical and scientific apparatus. (Int. Cl. 12) Vehicles. (Int. Cl. 37) Construction and repair services.	247239	9/24/2002
MOTOCO MOTORY A PALIVOVE SYSTEMY - ENGINES AND FUEL SYSTEMS & design	Czech Republic	(Int. Cl. 7) Machinery. (Int. Cl. 9) Electrical and scientific apparatus. (Int. Cl. 12) Vehicles. (Int. Cl. 37) Construction and repair services.	247237	9/24/2002
SNOW KING & design	France	Gasoline engines for snow throwers, Int. Cl. 7	94509082	3/2/1994
CENTURA	France	Small gasoline engines for the lawn and garden industry, Int. Cl. 7	96619102	4/2/1996
EASY START PERFORMANCE & design	France	Small internal combustion engines for lawn and garden products, Int. Cl. 7	13076775	1/16/2001
SNOW KING & design	Germany	Gasoline engines for snow throwers, Int. Cl. 7	2087903	12/21/1994

Trademark	Country	Goods	Registration No.	Issue Date / Renewal Date
CENTURA	Germany	Small gasoline engines for the lawn and garden industry, Int. Cl. 7	39617958	1/30/1997
EASY START PERFORMANCE & design	Germany	Small internal combustion engines for lawn and garden products, Int. Cl. 7	30103149	4/19/2001
MOTOCO	International Register	(Int. Cl. 7) Machinery. (Int. Cl. 9) Electrical and scientific apparatus. (Int. Cl. 12) Vehicles. (Int. Cl. 37) Construction and repair services.	866177	2/9/2005
CENTURA	Italy	Small gasoline engines for the lawn and garden industry, Int. Cl. 7	744762	3/30/1998
SNOW KING & design	Italy	Gasoline engines for snow throwers, Int. Cl. 7	2277 2004 TO	1/30/2004
EASY START PERFORMANCE & design	Italy	(Int. Cl. 7) Small internal combustion engines for machines, garden and grass.	943706	11/10/2004
LEAP LOW EMISSION, ADVANCED PERFORMANCE & design	Mexico	Small internal combustion engines for lawn and garden products, Int. Cl. 7	757153	7/30/2002
CENTURA	New Zealand	Small gasoline engines for the lawn and garden industry, Int. Cl. 7	260544	4/1/1996
JIKOV	Slovak Republic	(Int. Cl. 7) Carburetors and fuel pumps for engines (other than for land motor vehicles and for land motor vehicles excluding automobiles.	151576A	8/3/1954
JIKOV	Slovak Republic	(Int. Cl. 7) Carburetors and fuel pumps for engines (other than for land motor vehicles and for land motor vehicles excluding automobiles. (Int. Cl. 9) Fuel aggregates. (Int. Cl. 12) Motors for road vehicles.	153926A	8/11/1959
SNOW KING & design	U.K.	Gasoline engines for snow throwers, Int. Cl. 7	1561500	11/11/1994
EASY START PERFORMANCE & design	U.K.	Small internal combustion engines for lawn and garden products, Int. Cl. 7	2259022	6/22/2001

Pending Trademark Applications

Trademark	Country	Goods	Application No.	Filing Date
STERLING	U.S.	Internal combustion engines for land vehicles, namely, go-carts and multipurpose lawn, garden and landscaping vehicles, Int. Cl.	78/221996	03/05/2003
STERLING	Canada	Internal combustion engines for vehicles, namely, internal combustion engines for lawn and garden, landscaping and snow removal, Int. Cl. 7 Internal combustion engines for go-carts and multipurpose lawn, garden and landscaping vehicles, Int. Cl. 9	1186285	08/01/2003
EASY START PERFORMANCE & design	Italy	Small internal combustion engines for lawn and garden products, Int. Cl. 7	943706	11/10/04