

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citicorp USA, Inc.		04/27/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SCHRADER-BRIDGEPORT INTERNATIONAL, INC.
Street Address:	101 EVERGREEN DRIVE
City:	SPRINGFIELD
State/Country:	TENNESSEE
Postal Code:	37172
Entity Type:	CORPORATION: DELAWARE

Name:	SCHRADER ELECTRONICS, INC.
Street Address:	101 EVERGREEN DRIVE
City:	SPRINGFIELD
State/Country:	TENNESSEE
Postal Code:	37172
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3843957	AIRAWARE
Registration Number:	0941821	AMFLO
Registration Number:	3173122	AMFLO
Registration Number:	0934353	BRIDGEPORT
Registration Number:	1755311	CAM-CURE
Registration Number:	3031905	CAM-CURE
Registration Number:	0832210	CAMEL
Registration Number:	0923075	CAMEL

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Registration Number:	3130596	CAPALERT
Registration Number:	0709358	CHEMBOND
Registration Number:	1725002	COMBO COUPLER
Registration Number:	3495781	GEYSER
Registration Number:	2043968	HI FLO
Registration Number:	2845900	NITRO AIR
Registration Number:	1776405	PRIMARY SEAL
Registration Number:	0173962	SCHRADER
Registration Number:	0174164	SCHRADER
Registration Number:	3670084	SCHRADERAIR
Registration Number:	1298547	VISUALIZER
Serial Number:	85058701	MAXFLOW
Serial Number:	77522257	SCHRADER
Serial Number:	77784717	SCHRADER INTERNATIONAL
Serial Number:	77784727	
Serial Number:	77848248	EZ-SENSOR
Serial Number:	77852654	SLICK ROTATION

CORRESPONDENCE DATA

Fax Number: 7147558290

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP, c/o Julie Dalke

Address Line 1: 650 Town Center Dr, 20th floor

Address Line 2: (049040-0011)

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	(049040-0011)
NAME OF SUBMITTER:	Adam Kummins
Signature:	/Adam Kummins/
Date:	04/27/2012

Total Attachments: 6

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of April 27, 2012 ("Effective Date") by Citicorp USA, Inc. and its successors, assigns and other legal representatives (in its capacity as Collateral Agent (as defined below)) in favor of Schrader-Bridgeport International, Inc. and Schrader Electronics, Inc., each a Delaware corporation (together, the "Grantors").

WHEREAS, reference is made to that certain Credit Agreement, dated as of July 27, 2010, as amended and restated on August 6, 2010, as amended and restated on September 21, 2010, as amended on September 28, 2010 (as further amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Tomkins, LLC (formerly Pinafore, LLC) and Tomkins, Inc. (formerly Pinafore, Inc.) (the "Borrowers"), the Guarantors party thereto from time to time (including the Grantors), Citibank, N.A., as Administrative Agent, Citicorp USA, Inc., as Collateral Agent (the "Collateral Agent"), each lender from time to time party thereto and the other parties thereto;

WHEREAS, pursuant to the terms and conditions of that certain U.S. Security Agreement, dated as of July 27, 2010, as amended and restated on September 21, 2010 and as supplemented on September 29, 2010 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by the grantors identified therein in favor of the Collateral Agent, the Grantors granted to the Collateral Agent a security interest in and to all of its right, title and interest in and to certain Collateral, including, without limitation, the trademark registrations and applications set forth on Schedule A hereto together with the goodwill associated therewith (collectively, the "Trademarks"). Capitalized terms used herein without definition are used as defined in the Security Agreement or the Credit Agreement, as applicable;

WHEREAS, pursuant to the terms and conditions of the Security Agreement, the Grantors, certain of their affiliates and the Collateral Agent entered into a Trademark Security Agreement, dated as of September 29, 2010 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was recorded in the Assignment Division of the United States Patent and Trademark Office on December 29, 2010, at Reel 4439, Frame 0608;

WHEREAS, pursuant to the terms of that certain Stock Purchase Agreement (the "Purchase Agreement") dated as of March 15, 2012, by and among TOMKINS AUTOMOTIVE HOLDING COMPANY, a corporation organized under the laws of the State of Delaware ("Tomkins Automotive US"), TOMKINS INVESTMENTS COMPANY S.À R.L., a private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("Tomkins Investments"), TOMKINS AUTOMOTIVE COMPANY S.À R.L., a private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("Tomkins Automotive Luxembourg"), SCHRADER INVESTMENTS LUXEMBOURG S.À R.L., a private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg ("Schrader Investments"), TOMKINS OVERSEAS

INVESTMENTS LIMITED, a private limited company organized under the laws of England and Wales ("Tomkins Overseas"), TOMKINS ENGINEERING LIMITED, a private limited company organized under the laws of England and Wales ("Tomkins Engineering" and, together with Tomkins Automotive US, Tomkins Investments, Tomkins Automotive Luxembourg, Schrader Investments and Tomkins Overseas, the "Sellers"), August Lux Holding Company, a private limited liability company (société à responsabilité limitée) organized under the laws of Luxembourg (the "Buyer"), and, for the limited purposes specified therein, Tomkins Limited, a private limited company organized under the laws of England and Wales ("Tomkins Limited"), the equity interests of the Grantors will be sold to the Buyer, and as such, the Grantors will no longer be grantors or guarantors under the Credit Agreement (the "Sale"); and

WHEREAS, the Collateral Agent has agreed to terminate and release the entirety of its security interest in and to the Grantors' Trademarks, effective simultaneously with the consummation of the Sale;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby states as follows:

1. Release of Security Interest. The Collateral Agent hereby terminates its security interest in the Grantors' Trademarks that were pledged pursuant to the Trademark Security Agreement, and terminates, cancels, re-pledges, reassigns and releases any and all of its security interests in the Grantors' Trademarks together with the goodwill associated therewith, such actions to be evidenced by delivery of this Release, executed on behalf of the Collateral Agent, to the Grantors or their designee.


2. Assignment of Rights. If and to the extent the Collateral Agent has acquired any right, title or interest to any of the Trademarks or the goodwill associated therewith, it hereby assigns and transfers such rights, title or interest to Grantors.

3. Further Assurances. The Collateral Agent shall take all further actions, reasonably acceptable to the Collateral Agent, and provide to Grantors and each of their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), requested by any Grantor, each at such Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

CITICORP USA, INC.,
as Collateral Agent

By: 
Name: Sarah Turner, CCM
Title: Senior Vice President
Global Industries Group
388 Greenwich Street
New York, NY 10013
212 516-2933

SCHEDULE A

Trademarks

Entity	Mark	Serial No.	Filing Date	Reg. No.	Issue Date	Status
Schrader-Bridgeport International, Inc.	AIRAWARE	77/803,277	8/12/2009	3843957	9/7/2010	Registered
Schrader-Bridgeport International, Inc.	AMFLO	72/352,437	2/26/1970	0941821	8/29/1972	Renewed
Schrader-Bridgeport International, Inc.	AMFLO	78/498,101	10/12/2004	3173122	9/5/2006	Registered
Schrader-Bridgeport International, Inc.	BRIDGEPORT (Stylized)	72/400,608	8/19/1971	0934353	5/23/1972	Renewed
Schrader-Bridgeport International, Inc.	CAM-CURE	74/293,719	7/13/1992	1755311	3/2/1993	Renewed
Schrader-Bridgeport International, Inc.	CAM-CURE	78/498,109	10/12/2004	3031905	9/27/2005	Registered
Schrader-Bridgeport International, Inc.	CAMEL	72/315,161	12/24/1968	923075	11/2/1971	Registered
Schrader-Bridgeport International, Inc.	CAMEL (word) AND CAMEL (design)	72/264,714	2/15/1967	0832210	7/18/1967	Renewed
Schrader-Bridgeport International, Inc.	CAMEL (Stylized)	72/315,161	12/24/1968	0923075	11/2/1971	Renewed
Schrader-Bridgeport International, Inc.	CAPALERT	78/343,686	12/19/2003	3130596	8/15/2006	Registered
Schrader-Bridgeport International, Inc.	CHEMBOND (Stylized)	72/097,187	5/16/1960	0709358	1/3/1961	Renewed

Entity	Mark	Serial No.	Filing Date	Reg. No.	Issue Date	Status
Schrader-Bridgeport International, Inc.	COMBO COUPLER	74/224,955	11/25/1991	1725002	10/20/1992	Renewed
Schrader-Bridgeport International, Inc.	GEYSER	77/388,094	2/4/2008	3495781	6/17/2008	Registered
Schrader-Bridgeport International, Inc.	HI FLO	74/395,567	5/27/1993	2043968	3/11/1997	Renewed
Schrader-Bridgeport International, Inc.	MAXFLOW	85/058,701	6/9/2010			Pending
Schrader-Bridgeport International, Inc.	NITRO AIR	76/434,168	7/25/2002	2845900	5/25/2004	Registered
Schrader-Bridgeport International, Inc.	PRIMARY SEAL	74/284,425	6/15/1992	1776405	6/15/1993	Renewed
Schrader-Bridgeport International, Inc.	SCHRADER	71/171,512	11/2/1922	0173962	10/2/1923	Renewed
Schrader-Bridgeport International, Inc.	SCHRADER	71/180,084	5/2/1923	0174164	10/9/2023	Renewed
Schrader-Bridgeport International, Inc.	SCHRADER & SPLIT OVAL DESIGN	77/522,257	7/15/2008			Published
Schrader-Bridgeport International, Inc.	SCHRADER INTERNATIONAL & SPLIT OVAL DESIGN	77/784,717	7/20/2009			Pending
Schrader-Bridgeport International, Inc.	SCHRADERAIR	77/312,888	10/25/2007	3670084	8/18/2009	Registered
Schrader-Bridgeport International, Inc.	SPLIT OVAL DESIGN	77/784,727	7/20/2009			Published

<u>Entity</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Issue Date</u>	<u>Status</u>
Schrader-Bridgeport International, Inc.	VISUALIZER	73/434,951	7/18/1983	1298547	10/2/1984	Renewed
Schrader Electronics, Inc.	EZ-SENSOR	77/848,248				Published
Schrader Electronics, Inc.	SLICK ROTATION	77/852,654	10/20/2009			Pending