

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
Amtrol Licensing Inc.		12/20/2012	CORPORATION: RHODE ISLAND

**RECEIVING PARTY DATA**

Name:	Bank of America, N.A.
Street Address:	111 Westminster Street
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	Administrative Agent: RHODE ISLAND

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Registration Number:	2604069	AMTROL
Registration Number:	1326576	AMTROL PRESSURISER
Registration Number:	2738419	AMTROL STORAGE MATE
Registration Number:	3398848	AMTROL WATERSOFT
Registration Number:	0871142	AT
Registration Number:	4119394	
Registration Number:	3317425	BOILERMATE
Registration Number:	1307919	CHAMPION
Registration Number:	3155116	COMET
Registration Number:	1479524	
Registration Number:	1324330	DIATROL
Registration Number:	4010517	DURABASE
Registration Number:	0843060	EXTROL
Registration Number:	0731732	FILL-TROL

**TRADEMARK**

Registration Number:	2999036	FIRE-X-TROL
Registration Number:	3965886	GUARDIAN CP
Registration Number:	2736440	H2OW-TO
Registration Number:	1351556	HOT WATER MAKER
Serial Number:	85167071	HYDROMAX
Registration Number:	1319208	MINI-TROL
Registration Number:	2062700	PRO ACCESS
Registration Number:	1336500	PURGER-TROL
Registration Number:	3165089	RADIANT EXTROL
Registration Number:	3800735	SOLAREXTROL
Registration Number:	1623517	SPACE SAVER
Registration Number:	3886767	SURGE-TROL
Registration Number:	1899774	THERM-X-SPAN
Registration Number:	1322022	THERM-X-TROL
Registration Number:	3392466	WATER WORKER
Registration Number:	1706536	WATER WORKER
Serial Number:	85240169	WATER WORKER
Registration Number:	1488302	WEL-FLO
Registration Number:	3929137	WELL ABOVE THE REST
Registration Number:	3858361	WELL ABOVE THE REST
Registration Number:	0877254	WELL X TROL
Registration Number:	3596233	WELL-X1

**CORRESPONDENCE DATA**

Fax Number: 6173459020  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-345-9000  
Email: cheinselmann@haslaw.com  
Correspondent Name: Hinckley Allen & Synder LLP  
Address Line 1: 28 State Street  
Address Line 2: Andrea J. Mealey  
Address Line 4: Boston, MASSACHUSETTS 02109-1775

ATTORNEY DOCKET NUMBER:	0149698/0149698
NAME OF SUBMITTER:	Andrea J. Mealey
Signature:	/ajm/

03/25/2013

**Total Attachments: 6**

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COLLATERAL ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

THIS COLLATERAL TRADEMARK ASSIGNMENT (this "Assignment") dated as of December 20, 2012 by **AMTROL LICENSING INC.**, a Rhode Island corporation with a principal place of business at 1400 Division Road, West Warwick, Rhode Island 02893 ("Assignor"), in favor of **BANK OF AMERICA, N.A.**, as Administrative Agent, having offices at 111 Westminster Street, Providence, Rhode Island 02903 (together with its successors and assigns, "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, as defined below.

WHEREAS, pursuant to the terms of a Security Agreement dated as of the date hereof by and among Assignor, Assignee and the other entities constituting the Pledgor (as defined therein) (as amended from time to time, the "Security Agreement"), Assignor granted to Assignee a security interest in all of Assignor's assets, including, without limitation, the intellectual property described on Schedule A to secure, inter alia, the payment and performance of the Obligations; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, AND SUBJECT TO THE CONDITIONS SET FORTH HEREIN:

1. As collateral security for the payment and performance in full of the Obligations, Assignor does hereby confirm and ratify the collateral assignment and security interest granted unto Assignee in all of Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired, as more fully set forth in the Security Agreement:

(i) each trademark and each registration thereof, and each trademark registration application owned by Assignor, including, without limitation, each such trademark and trademark registration application set forth on Schedule A, attached hereto and incorporated herein by reference; and

(ii) all proceeds of the foregoing, including, without limitation, any claim or causes of action of Assignor against any third parties for past, present or future infringement of any of the foregoing, with the right to sue and recover the same in Assignee's own name and for its own use, including all rights corresponding thereto throughout the world and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(all of the foregoing, individually and collectively, the "Trademarks").

2. Assignor does hereby acknowledge, affirm and represent that:

(i) the rights and remedies of Assignee with respect to its interest in the Trademarks 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.

(ii) that nothing in this Assignment shall be in derogation of the rights and remedies of Assignee in and to the Trademarks as set forth in the Security Agreement and as shall be available at law or in equity.

(iii) Schedule A contains a true and complete record of (a) all U.S. trademarks owned by Assignor, and (b) all U.S. applications pending for registration of trademarks owned by Assignor.

(iv) to the best of Assignor's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part.

(v) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable.

(vi) to the best of Assignor's knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, licenses to shop rights and covenants by Assignor not to sue third persons.

(vii) Assignor has the unqualified right to enter into this Assignment and perform its terms.

3. Assignor covenants that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Assignment unless permitted under the Credit Agreement, without Assignee's prior written consent.

4. Assignor covenants that if, before the Obligations shall have been satisfied in full, Assignor shall obtain additional registered Trademarks, or additional Trademark applications or Trademark for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Trademark or any improvement on any Trademark, or become the owner of any registration applications for Trademarks, the provisions of this Assignment shall automatically apply thereto and Assignor shall give to Assignee prompt notice thereof in writing.

5. Assignor shall indemnify, defend and hold Assignee, its respective affiliates, directors, officers, employees and agents ("Assignee's Indemnified Parties") harmless from and against all damages, losses or expenses suffered or paid as a result of any and all claims, demands, suits, causes of action, proceedings, judgments and liabilities, including reasonable attorneys' fees incurred in litigation or otherwise assessed (collectively, the "Losses"), incurred or sustained by or against Assignee's Indemnified Parties or any of them with respect to or arising out of or in

any way connected with this Assignment, except as a result of gross negligence or willful misconduct of Assignee or Assignee's Indemnified Parties and further excluding in any event, Losses incurred solely as a result of any claim of infringement by any third party based on the use of any Trademark by Assignee or any other entity following any foreclosure by Assignee of its security interest in the Trademarks.

6. Assignor authorizes Assignee to modify this Assignment by amending Schedule A to include any future U.S. Trademarks or Trademark applications owned by Assignor.

7. At such time as all of the Obligations have been paid in full, this Assignment shall terminate and the Assignee shall, upon the written request of the Assignor, execute and deliver to the Assignor all assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor, the entire right, title and interest to the Trademarks previously granted, assigned, transferred and conveyed to the Assignee by the Assignor pursuant to this Assignment, as fully as if this Assignment had not been made, subject to any disposition of all or any part thereof which may have been made by the Assignee pursuant hereto or the Security Agreement

[Signature Page Follows]



SCHEDULE A

	<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
1.	AMTROL	US	76203319	Jan-30-2001	2604069	Aug-6-2002
2.	AMTROL PRESSURISER	US	73462694	Jan-26-1984	1326576	Mar-26-1985
3.	AMTROL STORAGE MATE	US	76329460	Oct-24-2001	2738419	Jul-15-2003
4.	AMTROL WATERSOFT and Design	US	76421964	Jun-17-2002	3398848	Mar-18-2008
5.	AT (Logo)	US	72296781	Apr-29-1968	871142	Jun-17-1969
6.	AT Logo	US	85198711	Dec-15-2010	4119394	Mar-27-2012
7.	BOILERMATE	US	78802007	Jan-30-2006	3317425	Oct-23-2007
8.	CHAMPION	US	73458688	Dec-27-1983	1307919	Dec-4-1984
9.	COMET Stylized	US	78555374	Jan-27-2005	3155116	Oct-10-2006
10.	DESIGN (WATER TANK DIAPHRAGM TANK)	US	73668980	Jun-29-1987	1479524	Mar-8-1988
11.	DIATROL	US	73475094	Apr-12-1984	1324330	Mar-12-1985
12.	DURABASE	US	85153625	Oct-15-2010	4010517	Aug-9-2011
13.	EXTROL	US	72255858	Oct-6-1966	843060	Jan-30-1968
14.	FILL-TROL	US	72115113	Mar-8-1961	731732	May-22-1962
15.	FIRE-X-TROL	US	78297807	Sep-9-2003	2999036	Sep-20-2005
16.	GUARDIAN CP	US	85136911	Sep-23-2010	3965886	May-24-2011
17.	H2OW-TO (Stylized)	US	76446900	Sep-5-2002	2736440	Jul-15-2003
18.	HOT WATER MAKER	US	73496163	Aug-23-1984	1351556	Jul-30-1985
19.	HYDROMAX	US	85167071	Nov-2-2010	Pending	Pending
20.	MINI-TROL	US	73447084	Oct-7-1983	1319208	Feb-12-1985
21.	PRO ACCESS	US	75007852	Oct-19-1995	2062700	May-20-1997
22.	PURGER-TROL	US	73478688	May-4-1984	1336500	May-21-1985
23.	RADIANT EXTROL	US	78756391	Nov-17-2005	3165089	Oct-31-2006
24.	SOLAREXTROL	US	77705582	Apr-2-2009	3800735	Jun-8-2010
25.	SPACE SAVER	US	74033070	Feb-27-1990	1623517	Nov-20-1990
26.	SURGE-TROL	US	77524687	Jul-17-2008	3886767	Dec-7-2010
27.	THERM-X-SPAN	US	74464123	Nov-30-1993	1899774	Jun-13-1995
28.	THERM-X-TROL	US	73476197	Apr-19-1984	1322022	Feb-26-1985
29.	WATER WORKER	US	77042601	Nov-13-2006	3392466	Mar-4-2008



	<b>Mark</b>	<b>Jurisdiction</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
30.	WATER WORKER	US	74177195	Jun-18-1991	1706536	Aug-11-1992
31.	WATER WORKER	US	85240169	Feb-11-2011	Pending	Pending
32.	WEL-FLO (and Design)	US	73683423	Sep-10-1987	1488302	May-17-1988
33.	WELL ABOVE THE REST	US	77712219	Apr-13-2009	3929137	Mar-8-2011
34.	WELL ABOVE THE REST	US	77980126	Apr-13-2009	3858361	Oct-5-2010
35.	WELL X TROL	US	72296783	Apr-29-1968	877254	Sep-23-1969
36.	WELL-X1	US	77391517	Feb-7-2008	3596233	Mar-24-2009