

5/18/04

05-24-2004

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

REC T



S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102750981

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):  
Ranco Incorporated of Delaware

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
Name: Deutsche Bank AG, London  
Internal Address: Winchester House Attn: Sean Malone  
Street Address: 1 Great Winchester Street  
City: London State: UK Zip: EC2 2 EQ

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Germany  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other \_\_\_\_\_

Execution Date: May 4, 2004

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s) \_\_\_\_\_  
 See Attached Schedule A

B. Trademark Registration No.(s) \_\_\_\_\_  
 See Attached Schedule A

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Adam M. Grandy, Legal Assistant  
 Internal Address: c/o Palmer & Dodge LLP

Street Address: 111 Huntington Avenue  
 at Prudential Center

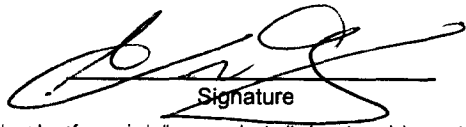
City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: 25

7. Total fee (37 CFR 3.41).....\$ 640.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
16/0085

DO NOT USE THIS SPACE

9. Signature.  
 Adam M. Grandy  
 Name of Person Signing            Signature      May 17, 2004      Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

05/21/2004 REGTACHE 00000062 755996

01 FC:0521 40.00 DP  
02 FC:0522 600.00 BP

TRADEMARK REEL: 002971 FRAME: 0983

RANCO INCORPORATED OF DELAWARE

SCHEDULE A

4.A. Trademark Application Numbers:

TRADEMARK	Application No.	Filing Date
DE-FROST-IT	755996	03 September 83
D-FROST-O-MATIC	872112	01 July 89
P (& Design)	1502013	30 August 88
PARAGON	1448181	21 July 87
SUN TRACKER	1406587	26 August 86

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Filing Date
ASTRO DIAL	745788/72-129691	11 October 61
COMBI-STAT	2,780,752/78-124,431	26 April 02
ENERSENSIR	2,184,730/75-166,737	16 September 96
ENERSTAT	1,217,390/73-333,201	19 October 81
EZ-SET	2,418,926/75-779,227	19 August 99
K	1,259,233/73-353,526	08 March 82
PARAGON	758044/72-160217	04 January 63
PARAGON	758088/72-160216	04 January 63
PECOSOFT	2035662/75-074,009	18 March 96
R STYLIZED LETTERS	1,385,093/73-550,419	29 July 85
R STYLIZED LETTERS	864,981/72-280,251	13 September 67
RANCO & Design	584,070/71-622,557	15 December 51
RANCO	587,824/71-634,164	19 August 52
RANCO	1,384,123/73-550,459	29 July 85

RANCO Stylized Letters	341,055/71-381,350	23 July 36
SHORT KUT	1,385,841/73-540,804	03 June 85
SITEMINDER	2519458/76-009,238	24 March 00
SLIMLINE	1,916,266/74-570,151	06 September 94
SLIMZONE	2,207,492/75-166,738	16 September 96
SUPER CAP	1,511,579/73-665,194	08 June 87

## TRADEMARK SECURITY AGREEMENT

May 4, 2004

### WHEREAS:

- (A) Ranco Incorporated of Delaware (the **Grantor**), a Delaware corporation whose registered address is located at 1209 Orange Street, Wilmington, Delaware 19801, is the owner and user of the United States registered trademarks and/or the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) the Pledge and Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) between the Grantor and Deutsche Bank AG London, 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;
  - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the Pledge and Security Agreement); and
  - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the Pledge and Security Agreement).
- (C) The parties to the Pledge and Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the Pledge and Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Trademarks;

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

1. The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Facilities Agreements. 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 and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and 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 (collectively, the **Trademark Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant to this Trademark Security Agreement secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing under or in respect of the Pledge and Security Agreement and the Facilities Agreements.
3. 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.
4. This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. 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, 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 3 day of May, 2004.

**Grantor**

RANCO INCORPORATED OF DELAWARE

By: 

\_\_\_\_\_  
Name: Jules Jay Morris  
Title: Vice President, Chief Intellectual  
Property Counsel

**Security Agent**

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

By:

\_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, 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 \_\_\_ day of May, 2004.

**Grantor**

RANCO INCORPORATED OF DELAWARE

By:

\_\_\_\_\_  
Name:

Title:

**Security Agent**

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

By:

\_\_\_\_\_  
Name:

*Jason Bruhl* & *Sean Malone*

Title:

*Authorized Signatories*

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF NORFOLK

On this 3<sup>rd</sup> day of May, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Ranco Incorporated of Delaware, with authority to do so.

Regina M. Thibault

NOTARY (Signature of notary public)

My commission expires: 10-7-05



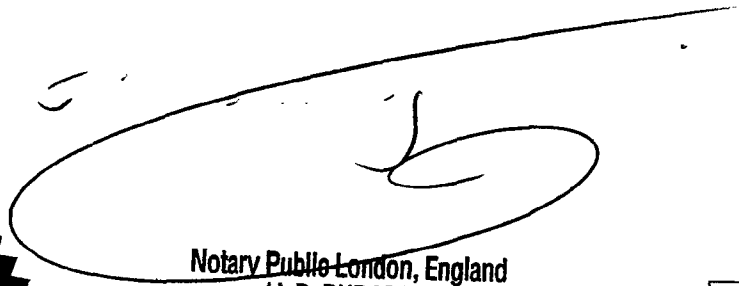
NOTARIES PUBLIC

10 Philpot Lane London EC3M 8BR  
Telephone: 020 7623 9477 (or) 07000 NOTARIES

Facsimile: 020 7623 5428  
E-mail: notary@cheeswrights.co.uk  
www.cheeswrights.co.uk  
DX 627/London City EC3

KINGDOM OF ENGLAND )  
 ) s.s.  
CITY OF LONDON )

On this tenth day of May in the year two thousand and four before me JEREMY BROOKER BURGESS of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn personally came and appeared JASON BRUHL and SEAN MALONE who, being by me duly sworn, did depose and say that they reside at London, England; that they are authorized signatories of DEUTSCHE BANK AG LONDON, the corporation described in and which executed the annexed instrument; that they were duly authorized to sign the said instrument and so signed it; and that the said corporation delivered the same as its act and deed.



Notary Public London, England  
(J. B. BURGESS)  
My Commission Expires with Life



N P Ready  
Ruth M Campbell J B Burgess E Gardiner  
A J Claudet IA Rogers



**SCHEDULE A**

**TRADEMARKS**

Trademark	Registration Number Applicant Number	Issue Date	Registration Date	Country
ASTRO DIAL	745788/72-129691	11 October 61	26 February 83	US
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