

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
Hudson Products Corporation		10/07/2005	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	Merrill Lynch Capital, As Administrative Agent
Street Address:	222 N. LaSalle Street, 16th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60601
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Serial Number:	78551188	THERMBLOC
Registration Number:	2626603	HUDSON COOLING SOLUTIONS
Registration Number:	2592193	TUF-LITE III
Registration Number:	2198306	FIN-FANNER
Registration Number:	2206905	THERMFLO
Registration Number:	2206906	STEAMFLO
Registration Number:	2147805	HEATFLO
Registration Number:	2217781	SPLIT-FLO
Registration Number:	1935526	AUTO-VARIABLE
Registration Number:	1913190	SOLO-AIRE
Registration Number:	1844102	
Registration Number:	1774462	
Registration Number:	1762616	EXACT-A-PITCH
Registration Number:	1920699	VARIFLO

OP \$640.00 78551188

Registration Number:	1751717	
Registration Number:	1754223	
Registration Number:	1738002	TUF-EDGE
Registration Number:	1609687	TUF-LITE II
Registration Number:	1579956	HEAT FLO
Registration Number:	1316841	HUDSON
Registration Number:	1341486	HUDSON
Registration Number:	1227438	STAC-FLO
Registration Number:	945247	FIN-FAN
Registration Number:	685140	TUF-LITE
Registration Number:	607702	AUTO-VARIABLE

CORRESPONDENCE DATA

Fax Number: (312)863-7496
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3128637194
Email: sonya.szot@goldbergkohn.com
Correspondent Name: Sonya Szot
Address Line 1: 232 Haber Court
Address Line 4: Cary, ILLINOIS 60013

ATTORNEY DOCKET NUMBER:	5125.113
NAME OF SUBMITTER:	Sonya Szot
Signature:	/Sonya Szot/
Date:	10/12/2005

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 7 day of October 2005, by HUDSON PRODUCTS CORPORATION, a Texas corporation ("Grantor"), in favor of Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) ("Grantee"):

WITNESSETH

WHEREAS, Grantor and Grantee are parties to a certain Credit Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;
and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HUDSON PRODUCTS CORPORATION

By 
Its Vice President

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By _____
Its _____

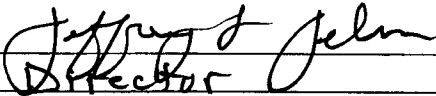
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

HUDSON PRODUCTS CORPORATION

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL, a division of
Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By 
Its Director

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
Hudson Cooling Solutions	2626603	09/24/02
Tuf-Lite III	2592193	07/09/02
Fin-Fanner	2198306	10/20/98
Thermflo	2206905	12/01/98
Steamflo	2206906	12/01/98
Heatflo	2147805	03/31/98
Split-Flo	2217781	01/12/99
Auto-variable	1935526	11/14/95
Solo-aire	1913190	08/22/95
Design Only	1844102	07/12/94
Design Only	1774462	06/01/93
Exact-A-Pitch	1762616	04/06/93
Variflo	1920699	09/19/95
Design Only	1751717	02/09/93
Design Only	1754223	02/23/93
Tuf-Edge	1738002	12/08/92
Tuf-Lite II	1609687	08/14/90
Heat Flo	1579956	01/30/90
Hudson	1316841	01/29/85
Hudson	1341486	06/11/85
Stac-Flo	1227438	02/15/83
Fin-Fan	945247	10/17/72
Tuf-Lite	685140	09/15/59
Auto-variable	607702	06/21/55

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>
Thermbloc	78-551188