

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Reaffirmation of Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Roberts-Gordon LLC		10/21/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Manufacturers and Traders Trust Company
Street Address:	One Fountain Plaza
City:	Buffalo
State/Country:	NEW YORK
Postal Code:	14240
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1519713	BANANZA
Registration Number:	1919529	SPRAY-CURE
Registration Number:	2083488	DRAFT BLASTER
Registration Number:	2725743	SUPER-CURE
Registration Number:	1526725	
Registration Number:	2090108	KITCHEN KING
Registration Number:	2145376	HOT SHOT
Registration Number:	1556700	RAPID
Registration Number:	2045777	RAPID
Registration Number:	2054607	RAPID
Registration Number:	2023219	

CORRESPONDENCE DATA

Fax Number: (585)263-1600

900036480

**TRADEMARK
 REEL: 003197 FRAME: 0691**

CH \$290.00 1519713

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:	82205/34
NAME OF SUBMITTER:	Kristen M. Walsh
Signature:	/kristenmwash/
Date:	11/21/2005

Total Attachments: 6
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REAFFIRMATION AGREEMENT

THIS REAFFIRMATION AGREEMENT dated as of October 21, 2005, by **ROBERTS-GORDON LLC**, a Delaware limited liability company ("**Borrower**") to and for the benefit of **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation ("**Bank**") having its chief executive office at One Fountain Plaza, Buffalo, New York 14240, Attn: General Counsel's Office, as agent ("**Agent**") for itself and its affiliate M&T Real Estate Trust ("**Trust**").

WHEREAS, Borrower, Bank, Trust and Agent are parties to a Loan Agreement dated as of July 27, 2004 (the "Original Loan Agreement"); and

WHEREAS, in connection with the Original Loan Agreement, Borrower executed and delivered to the Agent, (1) a Security Agreement dated July 27, 2004 ("**Security Agreement**") pledging all assets of Borrower, (2) a Patent and Trademark Security Agreement dated July 27, 2004 ("**Patent and Trademark Security Agreement**") and (3) a Pledge of Securities relating to a portion of Borrower's interest in Roberts-Gordon Holdings Limited (the "**Pledge Agreement**"), each to secure payment and performance of the Obligations, as defined in the Original Loan Agreement; and

WHEREAS, in connection with the Original Loan Agreement, Borrower also executed and delivered to the Agent, Bank and Trust, an Environmental Compliance and Indemnification Agreement dated July 27, 2004 ("**Environmental Compliance and Indemnification Agreement**"); and

WHEREAS, Borrower has requested, and the Agent, Bank and Trust have agreed to enter into an Amended and Restated Loan Agreement dated of even date herewith (such Loan Agreement, as hereafter amended or modified from time to time, the "**Loan Agreement**") which amends and restates the Original Loan Agreement and pursuant to which additional loans will be made by Bank to Borrower; and

WHEREAS, it is a condition precedent to the Agent, Bank and Trust entering into the Loan Agreement that Borrower reaffirm the Security Agreement, Patent and Trademark Security Agreement, Pledge Agreement and Environmental Compliance and Indemnification Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Agent, Bank and Trust to enter into the Loan Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower hereby (a) acknowledges and reaffirms the execution and delivery of the Security Agreement, Patent and Trademark Security Agreement, Pledge Agreement and Environmental Compliance and Indemnification Agreement, (b) acknowledges, reaffirms and agrees that the Collateral, as defined in the Security Agreement, the Patents and Trademarks, as defined in the Patent and Trademark Security Agreement and the Collateral, as defined in the Pledge Agreement, continues as collateral for the payment and performance of the Obligations, as defined in the Loan Agreement, and (c) remakes the representations and warranties set forth in the Security Agreement, Patent and Trademark

Security Agreement, the Pledge Agreement and the Environmental Compliance and Indemnification Agreement as of the date hereof. Borrower further represents and warrants to Agent that the certificates listed on Schedule A to the Pledge Agreement continue to represent, on the date hereof, the percentage interests in Roberts-Gordon Holdings Limited specified on such Schedule A.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Borrower has caused this Reaffirmation Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROBERTS-GORDON LLC

By: Paul A. Dines
Name: Paul A. Dines
Title: Chief Executive Officer

STATE OF NEW YORK)
) SS.:
COUNTY OF ERIE)

On the 21 day of October, in the year 2005 before me, the undersigned, personally appeared Paul A. Dines, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Kathleen M. Jones
Notary Public
KATHLEEN M. JONES
Notary Public, State of New York
No. 01404854232
Qualified in Monroe County
Certificate Filed in Monroe County
Commission Expires March 2, 2006

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ultravac	5,211,331	05/18/93
Twin Burners	6,481,434	11/19/02
Alternate Gas Fuel (Owner of Record is Roberts Gordon, Inc.)	5,816,792	10/06/98
Radiant Energy Control System	6,505,099	01/07/03
Variable Input Radiant Heater	Appl # 10/858244	Pending
Pressure Override Control for Air Treatment Unit	5,257,958	11/02/93
Air Heater Control	6,431,457	08/13/02

FOREIGN ISSUED PATENTS

<u>Title</u>	<u>Country</u>	<u>Patent Number</u>	<u>Issue Date</u>
Ultravac	Canada	2,040,095	04/09/93
Twin Burners	Canada	2,311,520	05/25/00
Ultravac	European	0 452 029 81	06/28/95
Ultravac	Great Britain	0 452 029	04/03/91

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EXHIBIT B

UNITED STATES ISSUED TRADEMARKS AND SERVICE MARKS

REGISTRATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Co-Ray-Vac	815,870	09/27/66
Gordon-Ray	826,409	03/28/67
Vantage (stylized)	1,462,700	10/27/87
Caribe	2,200,406	10/27/98
Roberts-Gordon	2,032,114	01/21/97
Energytube	2,084,038	07/29/97
Quality in Any Language	2,367,060	07/11/00
RG & design	2,442,487	02/18/00
Combat	2,813,299	02/10/04
Blackheat (Owner of Record is Roberts-Gordon Europe Limited)	2,734,699	07/08/03
Banza	1,519,713	01/10/89
Spray Cure	1,919,529	09/19/95
Draft blaster	2,083,488	07/29/97
Super-cure	2,725,743	06/10/03
Miscellaneous Arrow Design	1,526,725	02/28/89
Kitchen King	2,090,108	08/19/97
Hot shot	2,145,376	03/17/98
Rapid with Fireball Design	1,556,700	09/19/89
Rapid and Design	2,045,777	03/18/97
Rapid and Design	2,054,607	04/22/97
Fireball Design	2,023,219	12/17/96

APPLICATIONS

Ultravac	Pending	Pending
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UNREGISTERED MARKS

None.

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