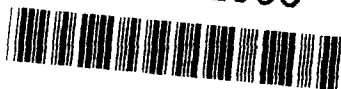


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03-03-2006

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

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



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

1. Name of conveying party(ies):
Tecumseh Products Company and all others listed on
"Additional Conveying Parties List"

2. Name and address of receiving party(ies):
Name: Citicorp USA, Inc.
Internal
Address: 388 Greenwich Street, 19th Floor

City: New York State: NY Zip: 10013

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other _____
 - Merger
 - Change of Name

Execution date: February 6, 2006

4. Application number(s) or registration number(s):

A. Trademark Application No. 78/665648, 78654341, 78654336
and others on attached Schedule

B. Trademark Registration No.(s) 1212174, 2744917, 2861884, 2799820, 2785720 and others on attached Schedule
 Yes No

Additional number(s) attached

5. Name and address of party to whom correspondence concerning document should be mailed:

6. Total number of applications and registrations involved: 90

7. Total fee (37 CFR 3.41): \$ 2265.00

- Enclosed
- Authorized to be charged to deposit account

Name: Shola Ajewole
Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

February 27, 2006
Date

Total number of pages including cover sheet, attachments, and document: 3

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

03/02/2006 DBYRME 00000120 78665648

01 FC:8521
02 FC:8522
40.00 DP
2225.00 DP

Additional Conveying Parties (Grantors)

Convergent Technologies International, Inc.

Tecumseh Trading Company

Evergy, Inc.

Fasco Industries, Inc.

Little Giant Pump Company

Manufacturing Data Systems, Inc.

M.P. Pumps, Inc.

Tecumseh Canada Holding Company

Tecumseh Compressor Company

Tecumseh Power Company

Tecumseh Pump Company

Von Weise Gear Company

Euromotot, Inc.

Hayton Property Company LLC

Tecumseh do Brasil USA, LLC

TRADEMARKS

Name of Grantor	Country	Trademark	Registration Number	Registration Date
1. Fasco Industries, Inc.	USA	FASCO	1,212,174	12-Oct-1982
2. Little Giant Pump Company	USA	ROBISON SOLAR SYSTEMS and Design	2,744,917	29-Jul-2003
3. Little Giant Pump Company	USA	YOUR SOLUTION INNOVATOR	2,861,884	13-Jul-2004
4. Little Giant Pump Company	USA	PROVEN PUMPS	2,799,820	30-Dec-2003
5. Little Giant Pump Company	USA	PONY PUMP	2,785,720	25-Nov-2003
6. Little Giant Pump Company	USA	POWERSEWER	2,563,448	23-Apr-2002
7. Little Giant Pump Company	USA	MAGNUM	2,671,145	07-Jan-2003
8. Little Giant Pump Company	USA	DOMINATOR	2,574,528	28-May-2002
9. Little Giant Pump Company	USA	RAIN SENTRY	2,243,489	04-May-1999
10. Little Giant Pump Company	USA	SURE SUMP	2,474,510	31-Jul-2001
11. Little Giant Pump Company	USA	PONDWORKS	2,527,968	08-Jan-2002
12. Little Giant Pump Company	USA	PONDGLOW	1,828,846	29-Mar-1994
13. Little Giant Pump Company	USA	SNAPPY JOHN	1,780,048	06-Jul-1993
14. Little Giant Pump Company	USA	DRAINOSAUR and Design	1,549,835	01-Aug-1989
15. Little Giant Pump Company	USA	ELIMIATOR	1,488,128	17-May-1988

TRADEMARKS

Name of Grantor	Country	Trademark	Registration Number	Registration Date
16. Little Giant Pump Company	USA	INTERON	2,271,430	24-Aug-1999
17. Little Giant Pump Company	USA	LITTLE GIANT WATER WIZARD	1,211,284	05-Oct-1982
18. Little Giant Pump Company	USA	LITTLE GIANT	1,154,560	19-May-1981
19. Little Giant Pump Company	USA	LITTLE GIANT CIRCULATOR PUMP	1,201,775	20-Jul-1982
20. Little Giant Pump Company	USA	WATEREATER	1,097,217	25-Jul-1978
21. Little Giant Pump Company	USA	BIG JOHN	787,762	06-Apr-1965
22. Little Giant Pump Company	USA	LITTLE GIANT	996,996	29-Oct-1974
23. Little Giant Pump Company	USA	LITTLE GIANT and Design	751,603	25-Jun-1963
24. Little Giant Pump Company	USA	POTENT	1,011,883	27-May-1975
25. Little Giant Pump Company	USA	TALL JOHN	831,395	04-Jul-1967
26. Little Giant Pump Company	USA	LITTLE GIANT and Design	738,229	25-Sep-1962

TRADEMARKS

Name of Grantor	Country	Trademark	Registration Number	Registration Date
27. Little Giant Pump Company	USA	LITTLE GIANT and Design	738,208	25-Sep-1962
28. Little Giant Pump Company	USA	LITTLE GIANT and Design	738,233	25-Sep-1962
29. Manufacturing Data Systems, Inc.	USA	FLASHCNC	3,013,950	8-Nov-2005
30. Manufacturing Data Systems, Inc.	USA	MDSI	2,243,077	04-May-1999
31. Manufacturing Data Systems, Inc.	USA	OPENCNC	2,367,902	18-Jul-2000
32. Manufacturing Data Systems, Inc.	USA	OPENCNC Stylized	2,034,983	04-Feb-1997
33. Manufacturing Data Systems, Inc.	USA	WINMOTION	2,592,585	09-Jul-2002
34. Tecumseh Products Company	USA	AE APPLIED ELECTRONICS and Design	2,638,709	22-Oct-2002
35. Tecumseh Products Company	USA	BETTER, RIGHT FROM THE START	1,754,880	02-Mar-1993
36. Tecumseh Products Company	USA	CENTURA	2,086,390	05-Aug-1997
37. Tecumseh Products Company	USA	CFI	2,949,818	10-May-2005
38. Tecumseh Products Company	USA	COOL PRODUCTS	2,737,228	15-Jul-2003
39. Tecumseh Products Company	USA	DURAPOWER	3,006,364	11-Oct-2005
40. Tecumseh Products Company	USA	ENDURO	1,848,992	09-Aug-1994
41. Tecumseh Products Company	USA	ESP EASY START PERFORMANCE and Design	2,634,061	15-Oct-2002

TRADEMARKS

Name of Grantor	Country	Trademark	Registration Number	Registration Date
42. Tecumseh Products Company	USA	EVERGY	3,006,362	11-Oct-2005
43. Tecumseh Products Company	USA	E EVERGY and Design	3,006,363	11 Oct-2005
44. Tecumseh Products Company	USA	FLOMAX	915,436	22-Jun-1971
45. Tecumseh Products Company	USA	HI-TRAN	2,499,028	16-Oct-2001
46. Tecumseh Products Company	USA	Indian Head Design	1,532,668	04-Apr-1989
47. Tecumseh Products Company	USA	KLEEN-AIRE	1,115,958	03-Apr-1979
48. Tecumseh Products Company	USA	LEAP LOW EMISSION, ADVANCED PERFORMANCE and Design	2,744,230	29-Jul-2003
49. Tecumseh Products Company	USA	MAGNA-TORQUE	2,854,059	15-Jun-2004
50. Tecumseh Products Company	USA	MASTERFLUX	2,825,052	23-Mar-2004
51. Tecumseh Products Company	USA	MAXIMUM FACTORY	2,851,939	08-Jun-2004
52. Tecumseh Products Company	USA	MP PUMPS and DESIGN	753,688	30-Jul-1963
53. Tecumseh Products Company	USA	MP PUMPS and Indian Head Design	1,261,483	20-Dec-1983
54. Tecumseh Products Company	USA	PEERLESS	1,359,113	10-Sep-1985
55. Tecumseh Products Company	USA	PUMPAK	752,026	02-Jul-1963
56. Tecumseh Products Company	USA	QUADRO-FLEX	1,504,614	20-Sep-1988
57. Tecumseh Products Company	USA	SILENTTRAC	2,598,509	23-Jul-2002

TRADEMARKS

Name of Grantor	Country	Trademark	Registration Number	Registration Date
58. Tecumseh Products Company	USA	SNOW KING and DESIGN	1,876,349	31-Jan-1995
59. Tecumseh Products Company	USA	TECUMSEH	716,430	06-Jun-1961
60. Tecumseh Products Company	USA	TECUMSEH	2,485,267	04-Sep-2001
61. Tecumseh Products Company	USA	TECUMSEH and Design (Whirling Blade)	2,382,516	05-Sep-2000
62. Tecumseh Products Company	USA	TECUMSEH and Indian Head Design	660,341	08-Apr-1958
63. Tecumseh Products Company	USA	TECUMSEH and Indian Head Design	848,584	07-May-1968
64. Tecumseh Products Company	USA	TECUMSEH COMPLETE SYSTEMS and Design	2,633,074	08-Oct-2002
65. Tecumseh Products Company	USA	TECUMSEH POWERED PACKAGED REFRIGERATION SOLUTIONS and Design	2,978,743	26-Jul-2005
66. Tecumseh Products Company	USA	TP (Stylized)	1,112,152	30-Jan-1979
67. Tecumseh Products Company	USA	TP COVERS and Design	2,539,427	19-Feb-2002
68. Tecumseh Products Company	USA	ULTRA-BALANCE	1,425,500	20-Jan-1987
69. Tecumseh Products Company	USA	ULTRA-FRESH	2,753,419	19-Aug-2003
70. Tecumseh Products Company	USA	WINTER ENGINEERED	2,008,384	15-Oct-1996

TRADEMARK APPLICATIONS

Name of Grantor	Country	Trademark Application	Application Serial Number	Application Filing Date
71. Little Giant Pump Company	USA	WATERMARK and Design	78/665648	07-Jul-2005
72. Little Giant Pump Company	USA	INTELLISWITCH	78/654341	20-Jun-2005
73. Little Giant Pump Company	USA	INTELLIPLUG	78/654336	20-Jun-2005
74. Little Giant Pump Company	USA	TSW	78/276285	18-Jul-2003
75. Little Giant Pump Company	USA	BIOVORT	78/297463	09-Aug-2003
76. Little Giant Pump Company	USA	WATERMARK	78/557178	31-Jan-2005
77. Little Giant Pump Company	USA	CLASSICAL FOUNTAINS	78/557033	31-Jan-2005
78. Little Giant Pump Company	USA	THE SUMP WORKS	78/136,613	18-Jun-2002
79. Little Giant Pump Company	USA	PIT + PLUS	78/557,116	31 Jan 2005
80. Manufacturing Data Systems, Inc.	USA	FLASHMOTION	78/317,087	22-Oct-2005
81. Tecumseh Products Company	USA	E EVERGY and Design	78/177766	23-Oct-2002
82. Tecumseh Products Company	USA	EPACOOOL	78/356186	23-Jan-2004
83. Tecumseh Products Company	USA	EPACOOOL 2 and Design	78/551852	21-Jan-2005
84. Tecumseh Products Company	USA	EPACOOOL 2 and Design - in color	78/551864	21-Jan-2005

TRADEMARK APPLICATIONS

Name of Grantor	Country	Trademark Application	Application Serial Number	Application Filing Date
85. Tecumseh Products Company	USA	EPALUBE	78/356438	23-Jan-2004
86. Tecumseh Products Company	USA	STERLING	78/221992	05-Mar-2003
87. Tecumseh Products Company	USA	STERLING	78/221996	05-Mar-2003
88. Tecumseh Products Company	USA	TECUMSEH POWERED CO2 TECHNOLOGY and Design	78/245100	02-May-2003
89. Tecumseh Products Company	USA	VECTOR	78/712,501	14-Sep-2005
90. Tecumseh Products Company	USA	VECTOR BY TECUMSEH and Design	78/720,692	26-Sep-2005

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 6, 2006, by each of the entities listed on the signature pages hereof [or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below] (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp North America, Inc. ("CNAI"), as collateral agent for the First Lien Secured Parties and the Second Lien Secured Parties (in each case, as defined in the Security Agreement referred to below) (in both such capacities, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of February 6, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*"), among TECUMSEH PRODUCTS COMPANY (the "Borrower"), the Lenders and Issuers party thereto (collectively, the "*First Lien Lenders*") and [CNAI], as administrative agent for the First Lien Lenders (in such capacity, the "*First Lien Agent*") and the Collateral Agent, the First Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of February 6, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Second Lien Credit Agreement*"), among the Borrower, the lenders (the "*Second Lien Lenders*" and, together with the First Lien Lenders, the "*Lenders*") party thereto, [CNAI], as administrative agent for the Second Lien Lenders (in such capacity, the "*Second Lien Agent*", together with the First Lien Agent, the "*Administrative Agents*" and together with the First Lien Agent and the Collateral Agent, the "*Agents*") and the Collateral Agent, the Second Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranties, dated as of February 6, 2006, pursuant to which they have guaranteed the First Lien Obligations and the Second Lien Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreements and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreements or in the Security Agreement and used herein have the meaning given to them in the Credit Agreements or the Security Agreement.

Section 2. Grants of Security Interests in Trademark Collateral

Each Grantor, (a) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the First

Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the First Lien Secured Parties, and grants to the Collateral Agent for the benefit of the First Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor and (b) as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Second Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Second Lien Secured Parties, and grants to the Collateral Agent for the benefit of the Second Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral made and granted hereby 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.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

Tecumseh Products Company

By: 

Name: James S. Nicholson
Title: Vice President, Treasurer,
and Chief Financial Officer

Convergent Technologies International, Inc.

Tecumseh Trading Company

Evergy, Inc.

Fasco Industries, Inc.

Little Giant Pump Company

Manufacturing Data Systems, Inc.

M. P. Pumps, Inc.

Tecumseh Canada Holding Company

Tecumseh Compressor Company

Tecumseh Power Company

Tecumseh Pump Company

Von Weise Gear Company

By: 

Name: James S. Nicholson
Title: Vice President and Treasurer,

Euromotor, Inc.

By: 

Name: James S. Nicholson
Title: Vice President

Hayton Property Company, LLC

Tecumseh do Brasil USA, LLC

By: 

Name: James S. Nicholson
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By:


Name: _____
Title: SEBASTIEN DELASNERIE
Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

+212 818 2565 T-632 P.009/015 F-597

FEB-05-2006 05:24pm From-CITIGROUP

FEB-05-2006 17:17