

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
Maple Chase Company		07/13/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank AG, London Branch		
Street Address:	1 Great Winchester Street		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2N 2DB		
Entity Type:	CORPORATION: GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	73802084	CODE ONE	
Serial Number:	73802085	FIREX	
Serial Number:	76215085	HVACSOURCE	
Serial Number:	78619064	CODE ONE	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	6172390632		
Email:	agrandy@eapdlaw.com		
Correspondent Name:	Adam M. Grandy		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Edwards Angell Palmer & Dodge LLP		
Address Line 4:	Boston, MASSACHUSETTS 02135		
ATTORNEY DOCKET NUMBER:	300045-1		
DOMESTIC REPRESENTATIVE			

CH \$115.00 73802084

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Adam M. Grandy

Signature:

/Adam M. Grandy/

Date:

07/13/2006

Total Attachments: 5

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CHEESWRIGHTS

NOTARIES PUBLIC

N P Ready
R M Campb
J B Burgess
E Gardiner
A J Claudet
I A Rogers

TO ALL TO WHOM THESE PRESENTS SHALL COME, I RUTH MARGARET CAMPBELL of the City of London NOTARY PUBLIC by royal authority duly admitted and sworn DO HEREBY CERTIFY the genuineness of the signature of WILLIAM EDWARD SPINNEY subscribed to the document hereunto annexed, such signature having been subscribed in my presence by the said William Edward Spinney, vice president of the corporation styled MAPLE CHASE COMPANY, incorporated in Delaware, the United States of America;

AND I DO FURTHER CERTIFY the genuineness of the signatures of CRAIG GREGORY ROBERT HOEPFL and MARIA DE LELLIS also subscribed to the said annexed document, such signatures having been also subscribed in my presence by the said Craig Gregory Robert Hoepfl and Maria de Lellis, together duly authorised signatories of the corporation styled DEUTSCHE BANK AKTIENGESELLSCHAFT, incorporated in the Federal Republic of Germany and having a branch London, England.

IN FAITH AND TESTIMONY WHEREOF I the said notary have subscribed my name and set and affixed my seal of office at London aforesaid this thirteenth day of July in the year two thousand and six.



Ruth M. Campbell

My Commission Expires with Life

E-mail : notary@cheeswrights.co.uk

10 Philpot Lane London EC3M 8BR
Tel : 020 7623 9477
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TRADEMARK



REEL: 003347 FRAME: 0652

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Maple Chase Company (the **Grantor**), a Delaware corporation whose registered address is located at Invensys Climate Controls Americas, 191 E. North Avenue, Carol Stream, IL 60188, is the owner and user of the United States registered trademarks and/or the owner of the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) that certain Common Pledge and Security Agreement dated June 13, 2006 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) made between, amongst others, the Grantor and Deutsche Bank AG London Branch, 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; and
 - (2) that certain Credit Facilities Agreement dated as of May 25, 2006 (as amended, modified and supplemented from time to time, the **Credit Agreement**) made between, amongst others, the Grantor, as guarantor, HSBC Bank plc and the Security Agent.
- (C) The parties to the Pledge and Security Agreement and the Credit Agreement contemplate and intend that, if a Declared Default (as defined in the Pledge and Security Agreement) shall occur, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Credit Agreement in connection with all of the Grantor's right, title and interest in the Trademark Collateral;

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

Section 1. Defined Terms

Unless otherwise defined herein, the terms defined in this Trademark Security Agreement have the meanings defined in the Pledge and Security Agreement (including by reference).

Section 2. Grant of Security Interest in Trademark Collateral

The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Credit Agreement. 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 to and under the following collateral of the Grantor (the **Trademark Collateral**):

- (a) the Trademarks;
- (b) the good will of the business symbolized by the Trademarks;
- (c) the registrations and/or applications for registration of the Trademarks; and
- (d) 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.

Section 3. Pledge and Security Agreement and Credit Agreement

This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Credit Agreement, and the Grantor and the Security Agent each hereby acknowledges and affirms that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement and the Credit Agreement, the terms and provisions of which are incorporated herein by reference. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor, secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing and is granted in conjunction with the security interest granted to the Security Agent pursuant to the Pledge and Security Agreement and the Credit Agreement.

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.

Section 4: Governing Law

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

Section 5. Counterparts

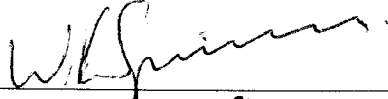
This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, each of 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 13th day of July, 2006.


Grantor

MAPLE CHASE COMPANY

By: 
Name: WILLIAM SPINNEY
Title: VICE-PRESIDENT

Security Agent

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

By: 
Name: C. HOEPL in DE cells
Title: AVP VP

SCHEDULE A

MAPLE CHASE COMPANY

TRADEMARKS AND TRADEMARK APPLICATIONS

Item Number	Trademark	Registration Number/ Application Number	Filing Date	Registration/Expiration Date	Country
1.	CODE ONE	1,574,600/73-802, 084	23 May 89	02 January 90 02 January 10	US
2.	FIREX	1,588,614/73-802,085	23 May 89	27 March 90 27 March 10	US
3.	HVACSOURCE	2,512,559/76-215, 085	23 February 01	27 November 01 27 November 07	US
4.	CODE ONE	Appl. No. 78/619064	25 April 05		US