

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
Tecumseh Products Company		02/06/2006	COMPANY:
Convergent Technologies International, Inc		02/06/2006	CORPORATION:
Tecumseh Trading Company		02/06/2006	COMPANY:
Evergy, Inc		02/06/2006	CORPORATION:
Fasco Industries, Inc		02/06/2006	CORPORATION:
Manufacturing Data Systems, Inc		02/06/2006	CORPORATION:
MP Pumps, Inc		02/06/2006	CORPORATION:
Tecumseh Canada Holding Company		02/06/2006	COMPANY:
Tecumseh Compressor Company		02/06/2006	COMPANY:
Tecumseh Power Company		02/06/2006	COMPANY:
Von Weise Gear Company		02/06/2006	COMPANY:
Euromotor, Inc		02/06/2006	CORPORATION:
Hayton Property Company, LLC		02/06/2006	LIMITED LIABILITY COMPANY:
Tecumseh do Brasil USA, LLC		02/06/2006	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Citicorp USA, Inc.
Street Address:	388 Greenwich Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark

900057128

**TRADEMARK
 REEL: 003383 FRAME: 0093**

CH \$40.00 3104617

Registration Number:

3104617

STERLING

CORRESPONDENCE DATA

Fax Number: (212)310-8007

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

Email: Shola.ajewole@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal & Manges c/o Shola Ajewole

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

35899.0278

NAME OF SUBMITTER:

Shola Ajewole

Signature:

/Shola Ajewole/

Date:

09/01/2006

Total Attachments: 5

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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 USA, Inc. ("CUSA"), 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 CUSA, 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 party thereto, CUSA, 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 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, as the context may require.

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 offer 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.

Manufacturing Data Systems, Inc.


MP Pumps, Inc.

Tecumseh Canada Holding Company

Tecumseh Compressor Company

Tecumseh Power 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

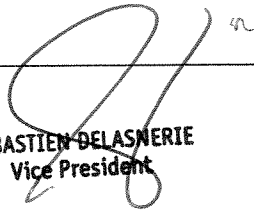
ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By: _____

Name:

Title:


SEBASTIEN DELASNERIE
Vice President

Schedule
Trademarks and Trademark Licenses

TRADEMARKS				
Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	USA	STERLING	3,104,617	13-Jun-2006