

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hudson Products Corporation		12/06/2006	CORPORATION: TEXAS

RECEIVING PARTY DATA	
Name:	BNP Paribas, as Administrative Agent
Street Address:	One Front Street, 23rd Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2626603	HUDSON COOLING SOLUTIONS
Registration Number:	2592193	TUF-LITE III
Registration Number:	2198306	FIN-FANNER
Registration Number:	2206906	STEAMFLO
Registration Number:	2206905	THERMFLO
Registration Number:	2147805	HEATFLO
Registration Number:	1844102	
Registration Number:	1935526	AUTO-VARIABLE
Registration Number:	1774462	
Registration Number:	1762616	EXACT-A-PITCH
Registration Number:	1751717	
Registration Number:	1754223	
Registration Number:	1738002	TUF-EDGE
Registration Number:	1609687	TUF-LITE II

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Registration Number:	1579956	HEAT FLO
Registration Number:	1316841	HUDSON
Registration Number:	1341486	HUDSON
Registration Number:	1227438	STAC-FLO
Registration Number:	0945247	FIN-FAN
Registration Number:	0685140	TUF-LITE
Registration Number:	0607702	AUTO-VARIABLE
Serial Number:	78551188	THERMBLOC

CORRESPONDENCE DATA

Fax Number: (213)430-6407

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

Email: gdurham@omm.com

Correspondent Name: Gina M. Durham, Esq.

Address Line 1: 400 South Hope Street

Address Line 2: O'Melveny & Myers LLP

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	12/12/2006

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HUDSON PRODUCTS CORPORATION, a Texas corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Hudson Products Holdings Inc., a Delaware corporation (“**Company**”) has entered into a Credit Agreement, dated as of December 6, 2006 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Credit Agreement**”) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the “**Lenders**”), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, “**Secured Party**”) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the “**Lender Swap Agreements**”) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, “**Swap Counterparties**”); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of December 6, 2006 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Guaranty**”) in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of December 6, 2006 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the “**Security Agreement**”), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

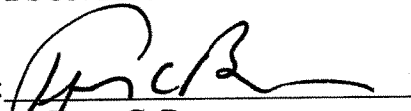
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 6th day of December, 2006.

HUDSON PRODUCTS CORPORATION

By: 
Name: Terry C. Brown
Title: Vice President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks:

No.	Registrant (or Last Registered Owner)	Trademark Description	Registration Number	Registration Date
1.	Hudson Products Corporation	HUDSON COOLING SOLUTIONS	2626603	09/24/02
2.	Hudson Products Corporation	TUF-LITE III	2592193	07/09/02
3.	Hudson Products Corporation	FIN-FANNER	2198306	10/20/98
4.	Hudson Products Corporation	STEAMFLO	2206906	12/01/98
5.	Hudson Products Corporation	THERMFLO	2206905	12/01/98
6.	Hudson Products Corporation	HEATFLO	2147805	03/31/98
7.	Hudson Products Corporation	Design	1844102	07/12/94
8.	Hudson Products Corporation	AUTO-VARIABLE	1935526	11/14/95
9.	Hudson Products Corporation	Design	1774462	06/01/93
10.	Hudson Products Corporation	EXACT-A-PITCH	1762616	04/06/93
11.	Hudson Products Corporation	Design	1751717	02/09/93
12.	Hudson Products Corporation	Design	1754223	02/23/93
13.	Hudson Products Corporation	TUF-EDGE	1738002	12/08/92
14.	Hudson Products Corporation	TUF-LITE II	1609687	08/14/90
15.	Hudson Products Corporation	HEAT FLO & Design	1579956	01/30/90
16.	Hudson Products Corporation	HUDSON	1316841	01/29/85
17.	Hudson Products Corporation	HUDSON	1341486	06/11/85
18.	Hudson Products Corporation	STAC-FLO	1227438	02/15/83
19.	Hudson Products Corporation	FIN-FAN & Design	0945247	10/17/72
20.	Hudson Products Corporation	TUF-LITE	0685140	09/15/59
21.	Hudson Products Corporation	AUTO-VARIABLE	0607702	06/21/55

Pending Trademarks:

No.	Applicant	Trademark Description	Serial Number	Application Date
1.	Hudson Products Corporation	THERMBLOC	78551188	01/20/05