

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
Scott Technology, LLC		12/28/2006	LIMITED LIABILITY COMPANY: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc.		
Street Address:	222 LaSalle Street		
Internal Address:	16th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2908564		
Registration Number:	2916272	ARISE	
CORRESPONDENCE DATA			
Fax Number:	(212)355-3333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-8800		
Email:	dbreitman@goodwinprocter.com		
Correspondent Name:	Dana Breitman		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Goodwin Procter LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	121155169313		
NAME OF SUBMITTER:	Dana Breitman		

CH \$65.00 2908564

Signature:	/danabreitman/
Date:	04/03/2007
Total Attachments: 6 source=Scott Tech TM Security Agreement#page1.tif source=Scott Tech TM Security Agreement#page2.tif source=Scott Tech TM Security Agreement#page3.tif source=Scott Tech TM Security Agreement#page4.tif source=Scott Tech TM Security Agreement#page5.tif source=Scott Tech TM Security Agreement#page6.tif	

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28 day of December, 2006 by SCOTT TECHNOLOGY, LLC, a Connecticut limited liability company ("Grantor") in favor of MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., in its capacity as Administrative Agent (in such capacity, "Grantee") for the Lenders party to the Credit Agreement (defined below):

W I T N E S S E T H

WHEREAS, Grantor, certain of its Affiliates, and Grantee are parties to that certain Second Lien Loan Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor and certain of its Affiliates by Lenders;

WHEREAS, pursuant to the terms of that certain Second Lien Security Agreement of even date herewith between Grantor, certain of its Affiliates and Grantee (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement, which definition includes all associated goodwill);

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

GRANT OF SECURITY

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademarks (including, without limitation, those items listed on Schedule 1 annexed hereto).

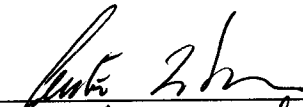
3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

SCOTT TECHNOLOGY, LLC

By: 
Name: Curtis L. Moore
Title: Assistant Secretary

Agreed and Accepted
As of the Date First Written Above

MERRILL LYNCH CAPITAL,
a division of Merrill Lynch Business Financial Services Inc.,
as Administrative Agent

By: 
Name: Marc Preiser
Title: Vice President

TRADEMARK
REEL: 003513 FRAME: 0747

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Registration No.</u>
DESIGN ONLY	2,908,564
ARISE AND DESIGN	2,916,272