

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Contribution Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
AMTROL Inc.		06/05/2007	CORPORATION: RHODE ISLAND

**RECEIVING PARTY DATA**

Name:	AMTROL Licensing Inc.
Street Address:	1400 Division Road
City:	West Warwick
State/Country:	RHODE ISLAND
Postal Code:	02893
Entity Type:	Passive Investment Company: RHODE ISLAND

**PROPERTY NUMBERS Total: 36**

Property Type	Number	Word Mark
Serial Number:	78802007	BOILERMATE
Registration Number:	0731732	FILL-TROL
Registration Number:	0843060	EX-TROL
Registration Number:	0871142	AT
Registration Number:	0877254	WELL X TROL
Registration Number:	1307919	CHAMPION
Registration Number:	1319208	MINI-TROL
Registration Number:	1322022	THERM-X-TROL
Registration Number:	1324330	DIATROL
Registration Number:	1326576	AMTROL PRESSURISER
Registration Number:	1336500	PURGER-TROL
Registration Number:	1351556	HOT WATER MAKER
Registration Number:	1479524	

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Registration Number:	1488302	WEL-FLO
Registration Number:	1623517	SPACE SAVER
Registration Number:	1676682	WATER SPRITE
Registration Number:	1677499	TECTONICS
Registration Number:	1706536	WATER WORKER
Registration Number:	1834409	ISOBAR
Registration Number:	1899774	THERM-X-SPAN
Registration Number:	2000797	FIRST LUBE
Registration Number:	2062700	PRO ACCESS
Registration Number:	2604069	AMTROL
Registration Number:	2623669	AT
Registration Number:	2623674	A T
Registration Number:	2736440	H2OW-TO
Registration Number:	2738419	AMTROL STORAGEMATE
Registration Number:	2999036	FIRE-X-TROL
Registration Number:	3007394	ODOR OXIDIZER PROFESSIONAL BY AMTROL
Registration Number:	3067641	SORB-TROL
Registration Number:	3091297	WELL-RADOR
Registration Number:	3140012	ARMOR-TROL
Registration Number:	3155116	COMET
Registration Number:	3165089	RADIANT EXTROL
Registration Number:	3166307	AMTROL R DIGITAL CONTROL BY AMTROL
Registration Number:	3235508	WATERSOFT

**CORRESPONDENCE DATA**

Fax Number: (203)975-7180  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 203-353-6834  
Email: clondon@eapdlaw.com  
Correspondent Name: Edwards Angell Palmer & Dodge LLP  
Address Line 1: 301 Tresser Boulevard  
Address Line 2: Paralegal Christina London  
Address Line 4: Stamford, CONNECTICUT 06901

ATTORNEY DOCKET NUMBER:	42568.0030 AMTROL
NAME OF SUBMITTER:	Christina London
Signature:	/christina london/

**TRADEMARK**

Date:

06/12/2007

**Total Attachments: 10**

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## CONTRIBUTION AGREEMENT

This Contribution Agreement executed this 5<sup>th</sup> day of June, 2007 (the "Contribution Agreement") by and between AMTROL Inc., a Rhode Island corporation ("AMTROL"), and AMTROL Licensing Inc., a Rhode Island Passive Investment Company ("ALI").

**WHEREAS**, AMTROL is the sole shareholder of ALI;

**WHEREAS**, in connection with a corporate reorganization (the "Reorganization"), AMTROL desires to transfer certain trademarks, trade names and service marks and pending applications for the foregoing described and set forth on Schedule A (collectively, "Trademarks"), patents and patent applications described and set forth on Schedule B (collectively, "Patents"), copyrights described and set forth on Schedule C (collectively, "Copyrights"), domain names described and set forth on Schedule D (collectively, "Domain Names"), and the processes, manufacturing know-how and technical data described and set forth on Schedule E (collectively, "Know-How") to ALI;

**WHEREAS**, in connection with the Reorganization and the execution and delivery of the Agreements, AMTROL desires to assign, convey, transfer and contribute to the capital of ALI in respect of AMTROL's interest in ALI, and ALI desires to accept, acquire and receive from AMTROL all of AMTROL's interests in the certain property and assets as set forth on Schedules A, B, C, D and E (the "Assets").

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Capital Contribution. Effective at 12:01 a.m. (Providence, Rhode Island) time on the date hereof, AMTROL has irrevocably contributed, assigned, granted, transferred, set over completely and forever and delivered, without any reservation of any kind, unto ALI, as a contribution to the capital in respect of AMTROL's interest in ALI, all of AMTROL's rights, title and interests in and to the Assets, together with any and all liabilities associated with the Assets (the "Liabilities"). AMTROL shall, at any time and from time to time, at its expense, take all actions necessary, appropriate or desirable in order to effect such contribution, including the delivery to ALI of any certificates or instruments appropriate to transfer such assets.

2. Assignment and Assumption. ALI hereby acknowledges receipt from AMTROL of the Assets contributed to ALI by AMTROL pursuant to this Contribution Agreement and accepts such assignment and assumes such right, title and interest completely and forever, without reservation of any kind, in and to the Assets and assumes responsibility for performing all of AMTROL's obligations arising with respect to the Assets and all the Liabilities. ALI hereby agrees to indemnify and hold AMTROL harmless from and against all obligations, liabilities, loss and expense arising from or related to the Assets.

3. Trademark and Patent Assignment Documents. On the date hereof, AMTROL shall deliver to ALI duly executed copies of assignment documents, substantially in the forms of Exhibit A hereto with respect to Trademarks and Exhibit B hereto with respect to Patents.

4. Intent-to-Use Trademarks. Notwithstanding anything to the contrary contained herein, United States trademark registration applications that are based on an intent-to-use ("ITU Applications") shall be deemed not to be transferred or conveyed hereunder until such time as an allegation of use is filed and accepted by the United States Patent and Trademark Office in connection therewith, at which time such ITU Applications shall be transferred and conveyed pursuant to this Agreement.

5. Scope Of Contract. This Contribution Agreement encompasses the complete understanding between the parties on the subject matter hereof. The failure of either party to assert any right or remedy provided herein, shall not bar the assertion of such right or remedy thereafter. This Contribution Agreement supersedes any and all prior agreements between the parties hereto with respect to the subject matter hereof. AMTROL and ALI shall execute such additional documents and instruments and take such further actions as may be reasonably required or desirable to carry out the provisions of this Contribution Agreement.

6. Counterparts, Headings, Etc. This Contribution Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The headings herein set forth are for convenience of reference only and shall not be deemed a part of this Contribution Agreement. A pronoun in one gender includes and applies to the other genders as well. This Contribution Agreement shall be binding and enforceable against the parties and their successors and assigns.

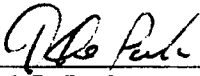
7. Governing Law. The validity and effect of this Contribution Agreement and the rights and obligations of the parties hereto shall be governed by, construed and enforced in accordance with the laws of the State of Rhode Island.

8. Severability. Whenever possible, each provision of this Contribution Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contribution Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or any other jurisdiction, but this Contribution Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

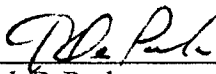
**[SIGNATURE PAGE IS NEXT PAGE]**

IN WITNESS WHEREOF, the undersigned have caused this Contribution Agreement to be executed by their respective duly authorized officers, as of the date first above written.

**AMTROL INC.**

By:   
Name: Joseph DePaula  
Title: Executive Vice President,  
Chief Financial Officer,  
Secretary and Treasurer

**AMTROL LICENSING INC.**

By:   
Name: Joseph DePaula  
Title: President

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT BETWEEN AMTROL INC. AND AMTROL LICENSING INC.]

**Schedule A**


The Trademarks listed here or attached hereto and incorporated herein by reference include the goodwill associated therewith, including all rights to sue, recover and retain damages, costs and fees for past, present and future infringement, dilution or other violation of or conflict with any of the foregoing, and all proceeds and products of the foregoing.

**ATTACHMENT TO SCHEDULE A**

**UNITED STATES TRADEMARK APPLICATIONS**


<b>EAPD Matter No.</b>	<b>Mark</b>	<b>Application Serial No.</b>	<b>Filing Date</b>	<b>Owner</b>	<b>Status</b>
62162	BOILERMATE	78/802,007	01/30/2006	Amtrol Inc. Security Interest to Barclays Bank PLC	Pending use-based application



**UNITED STATES TRADEMARK REGISTRATIONS**



<b>EAPD Matter No.</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>	<b>Status</b>
62184	FILL-TROL	731,732	05/22/1962	AMTROL Inc. Security Interest to Barclays Bank PLC	Registered – Renewal due 05/22/2012
62180	EX-TROL	843,060	01/30/1968	AMTROL Inc. Security Interest to Barclays Bank PLC	Registered – Renewal due 01/30/2008
62167	AT (Stylized) 	871,142	06/17/1969	AMTROL Inc. Security Interest to Barclays Bank PLC	Registered – Renewal due 06/17/2009
62230	WELL X TROL	877,254	09/23/1969	AMTROL Inc. Security Interest to Barclays Bank PLC	Registered – Renewal due 09/23/2009




EAPD Matter No.	Mark	Registration No.	Registration Date	Owner	Status
62172	CHAMPION	1,307,919	12/04/1984	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 12/04/2014
62205	MINI-TROL	1,319,208	02/12/1985	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 02/12/2015
62222	THERM-X-TROL	1,322,022	02/26/1985	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 02/26/2015
62178	DIATROL	1,324,330	03/12/1985	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 03/12/2015
62165	AMTROL PRESSURISER	1,326,576	03/26/1985	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 03/26/2015
62216	PURGER-TROL	1,336,500	05/21/1985	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 05/21/2015
62200	HOT WATER MAKER	1,351,556	07/30/1985	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 07/30/2015

EAPD Matter No.	Mark	Registration No.	Registration Date	Owner	Status
62177/2	Design Only 	1,479,524	03/08/1988	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 03/08/2008
62229	WEL-FLO and Design <i>WelFlo</i>	1,488,302	05/17/1988	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 05/17/2008
62219	SPACE SAVER	1,623,517	11/20/1990	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 11/20/2010
62227	WATER SPRITE	1,676,682	02/25/1992	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 02/25/2012
62220	TECTONICS	1,677,499	03/03/1992	Amtrol Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 03/03/2012
62228/1	WATER WORKER	1,706,536	08/11/1992	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 08/11/2012
62201	ISOBAR	1,834,409	05/03/1994	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 05/03/2014

EAPD Matter No.	Mark	Registration No.	Registration Date	Owner	Status
62221	THERM-X-SPAN	1,899,774	06/13/1995	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 06/13/2015
62185	FIRST LUBE	2,000,797	09/17/1996	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Renewal due 09/17/2006
62214	PRO ACCESS	2,062,700	05/20/1997	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&9 due 05/20/2007
62160/2	AMTROL	2,604,069	08/06/2002	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 08/06/2008
62168	AT (Stylized) 	2,623,669	09/24/2002	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 09/24/2008
62169	AT (Stylized) 	2,623,674	09/24/2002	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 09/24/2008
62186/2	H2OW-TO (Stylized)  H <sub>2</sub> OW-TO	2,736,440	07/15/2003	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 07/15/2009

EAPD Matter No.	Mark	Registration No.	Registration Date	Owner	Status
62166	AMTROL STORAGEMATE	2,738,419	07/15/2003	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 07/15/2009
59799	FIRE-X-TROL	2,999,036	09/20/2005	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 09/20/2011
60672	ODOR OXIDIZER PROFESSIONAL BY AMTROL and Design  	3,007,394	10/18/2005	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 10/18/2011
61616	SORB-TROL	3,067,641	03/14/2006	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 03/14/2012
61279	WELL-RADOR	3,091,297	05/09/2006	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 05/09/2012
61525	ARMOR-TROL	3,140,012	09/05/2006	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 09/05/2012
62298	COMET (Stylized)  	3,155,116	10/10/2006	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 10/10/2012

<b>EAPD Matter No.</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>	<b>Status</b>
64519	RADIANT EXTROL	3,165,089	10/31/2006	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 10/31/2012
62607	AMTROL R DIGITAL CONTROL BY AMTROL and Design  	3,166,307	10/31/2006	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered – Section 8&15 due 10/31/2012
58300	WATERSOFT	3,235,508	05/01/2007	AMTROL Inc.  Security Interest to Barclays Bank PLC	Registered