

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Termination and Release of Security Interests in Trademarks	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank N.A.		10/29/2007	National Association:
RECEIVING PARTY DATA			
Name:	Tecumseh Products Company		
Street Address:	100 East Patterson Street		
City:	Tecumseh		
State/Country:	MICHIGAN		
Postal Code:	49286		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3262274	EPACOOOL 2	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	mercedes.valle@weil.com, phyllis.depaola@weil.com		
Correspondent Name:	Weil, Gotshal & Manges c/o Mercedes Valle		
Address Line 1:	767 5th Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	35899.0278		
NAME OF SUBMITTER:	Mercedes M Valle		
Signature:	/Mercedes M Valle/		
Date:	11/20/2007		

CH \$40.00 3262274

Total Attachments: 5

900092454

**TRADEMARK
 REEL: 003664 FRAME: 0874**

source=Tecumseh-JpMorganJPM 10.07 trademark release#page1.tif
source=Tecumseh-JpMorganJPM 10.07 trademark release#page2.tif
source=Tecumseh-JpMorganJPM 10.07 trademark release#page3.tif
source=Tecumseh-JpMorganJPM 10.07 trademark release#page4.tif
source=Tecumseh-JpMorganJPM 10.07 trademark release#page5.tif

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Termination and Release") is given as of October 29, 2007 by JP MORGAN CHASE BANK, N.A. (formerly known as The Chase Manhattan Bank), located at 28660 Northwestern Highway, Southfield, Michigan 48034, in its capacity as administrative agent under the Collateral Agreement (as defined below) ("Assignor"), in favor of TECUMSEH PRODUCTS COMPANY, located at 100 East Patterson Street, Tecumseh, Michigan 49286 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Credit Agreement, dated as of December 21, 2004 ("Collateral Agreement"). Capitalized terms used but not defined herein shall have the meanings given to them in the Collateral Agreement.

WHEREAS, in connection with the Collateral Agreement, the parties entered into that certain Trademark Security Agreement, dated September 30, 2005 ("Trademark Security Agreement," and together with the Collateral Agreement, the "Security Agreements"), pursuant to which Assignee assigned, conveyed, mortgaged, pledged, hypothecated and transferred to Assignor a lien on and security interest in all of Assignee's right, title and interest in and under the Trademark Collateral (as defined below).

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on October 7, 2005, at Reel/Frame 3171/0670.

WHEREAS, Assignor wishes to provide a document suitable for recording in the United States Patent and Trademark Office the release, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby agree as follows:

1. Trademark Collateral. With respect to Assignee, "Trademark Collateral" as used herein shall mean: (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 reissues, continuations or extensions of the foregoing; (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) Proceeds of the foregoing, including, without limitation, any claim by Assignee 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.

2. Authority of Assignor. Assignor acknowledges that it is authorized to execute this Termination and Release in its capacity as administrative agent in accordance with the Collateral Agreement.

3. Termination and Release. Assignor acknowledges the satisfaction and termination of the security interests granted under the Security Agreements and hereby

terminates the security interests granted under the Security Agreements and releases its entire estate, right, title and interest in the Trademark Collateral to Assignee and re-vests Assignee with full estate, right, title, and interest to its Trademark Collateral. Assignor acknowledges and agrees that, as a result of this Termination and Release, it has no further rights to or interest in the Trademark Collateral.

4. Further Assurances. Assignor hereby agrees, at Assignee's expense, to execute and deliver to Assignee such instruments and to take such other actions as Assignee may reasonably request to terminate Assignor's security interest in the Trademark Collateral, and otherwise to effectuate the release of the Trademark Collateral from Assignor's security interest.

5. Recordation. Assignor hereby authorizes and requests the governing body of the United States Patent and Trademark Office to record this Termination and Release.

6. Governing Law. This Termination and Release and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the state of New York.

[Signature page follows]

IN WITNESS WHEREOF, Assignor has caused this Termination and Release to be duly executed as of the date above first written.

JP MORGAN CHASE BANK, N.A.,
as administrative agent

By: Thomas A. Gamm
Name: THOMAS A. GAMM
Title: SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF MICHIGAN)
 :SS:
COUNTY OF)

On November 15 , 2007 before me, the undersigned, personally appeared
Thomas A. Gamm
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

SEAL

Sheryl A Rohde
Print Name: Sheryl A. Rohde
Notary Public: Wayne
Acting In: Oakland County
My Commission Expires: 7.3.2013

SHERYL A. ROHDE
NOTARY PUBLIC - MICHIGAN
WAYNE COUNTY
ACTING IN THE COUNTY OF _____
MY COMMISSION EXPIRES JULY 3, 2013

SCHEDULE I

TRADEMARK REGISTRATION

TRADEMARK				
Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	USA	EPACCOOL 2 and Design - in color	3,262,274	10-Jul-2007