

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: 1			
Property Type	Number	Word Mark	
Serial Number:	76421964	AMTROL WATERSOFT	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		

CH \$40.00 76421964

Date:

12/19/2007

Total Attachments: 5

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CONTRIBUTION AGREEMENT

This Contribution Agreement executed this 5th 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.

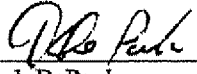
7. Governing Law. The validity and effect of this Contribution Agreement and the rights and obligations of the parties hereto shall be governed by, construed and enforced in accordance with the laws of the State of Rhode Island.

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.

SCHEDULE A

UNITED STATES TRADEMARK APPLICATION

EAPD Matter No.	Mark	Application Serial No.	Filing Date	Owner of Record	Status
58721	AMTROL WATERSOFT and Design 	76/421,964	06/17/2002	Amtrol Inc. Security Interest to Barclays Bank PLC	Pending -- ITU