

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tecumseh Products Company | | 12/14/2007 | COMPANY: |
| RECEIVING PARTY DATA | | | |
| Name: | Citicorp USA, Inc. | | |
| Street Address: | 388 Greenwich St. | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10013 | | |
| Entity Type: | INC. ASSOCIATION: | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 77289576 | VON WEISE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)310-8007 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 2123108000 | | |
| Email: | mercedes.valle@weil.com, suzanne.inglis@weil.com | | |
| Correspondent Name: | Mercedes Valle c/o Weil, Gotshal | | |
| Address Line 1: | 767 Fifth Ave | | |
| Address Line 4: | New York, NEW YORK 10153 | | |
| ATTORNEY DOCKET NUMBER: | 35899.0278.6847 | | |
| NAME OF SUBMITTER: | Mercedes Valle | | |
| Signature: | /Mercedes Valle/ | | |
| Date: | 01/31/2008 | | |

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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December ¹⁴, 2007, by each of the entities listed on the signature pages hereof, or that becomes a party hereto pursuant to Section 7.10 (*Additional Grantors*) of the Security Agreement referred to below, (each a "Grantor" and, collectively, the "Grantors"), in favor of Citicorp USA, Inc. ("CUSA"), as collateral agent for the First Lien Secured Parties (as defined in the Security Agreement referred to below) (such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to the First Lien Credit Agreement, dated as of February 6, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*First Lien Credit Agreement*"), among TECUMSEH PRODUCTS COMPANY (the "Borrower"), the Lenders and Issuers party thereto (collectively, the "*First Lien Lenders*") and CUSA, as administrative agent for the First Lien Lenders (in such capacity, the "*First Lien Agent*") and the Collateral Agent, the First Lien Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty, dated as of February 6, 2006, pursuant to which they have guaranteed the First Lien Obligations and the Second Lien Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement, dated as of February 6, 2006, in favor of the Collateral Agent (as the same may have heretofore been or may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the First Lien Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the First Lien Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the First Lien Credit Agreement or the Security Agreement, as the context may require.

Section 2. Grants of Security Interests in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the First Lien Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the First Lien Secured Parties, and grants to the Collateral Agent for the benefit of the First Lien Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(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 goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor 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.

Section 3. Security Agreement


The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interests in the Trademark Collateral made and 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.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

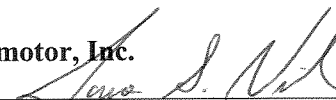
Very truly yours,


Tecumseh Products Company

By: 
Name: James S. Nicholson
Title: Vice President, Treasurer,
and Chief Financial Officer

Convergent Technologies International, Inc.
Tecumseh Trading Company
Evergy, Inc.
Fasco Industries, Inc.
MP Pumps, Inc.
Tecumseh Canada Holding Company
Tecumseh Compressor Company
Von Weise Gear Company

By: 
Name: James S. Nicholson
Title: Vice President and Treasurer,

Euromotor, Inc.
By: 
Name: James S. Nicholson
Title: Vice President

Hayton Property Company, LLC
Tecumseh do Brasil USA, LLC
By: 
Name: James S. Nicholson
Title: President

ACCEPTED AND AGREED
as of the date first above written:

CITICORP USA, INC.,
as Collateral Agent

By:



Name: THOMAS M. HALSCH
Title: VICE PRESIDENT

SIGNATURE PAGE TO US TRADEMARK SECURITY AGREEMENT

Schedule
Trademarks

| TRADEMARK APPLICATIONS | | | | |
|---------------------------------|---------|-----------------------|---------------------------|-------------------------|
| Name of Grantor | Country | Trademark Application | Application Serial Number | Application Filing Date |
| Tecumseh Canada Holding Company | USA | VON WEISE | 77/289,576 | 26-Sep-2007 |