

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
Tecumseh Products Company		03/20/2008	CORPORATION: MICHIGAN
Tecumseh Compressor Company		03/20/2008	CORPORATION: DELAWARE
Von Weise USA, Inc.		03/20/2008	CORPORATION: DELAWARE
M.P. Pumps, Inc.		03/20/2008	CORPORATION: MICHIGAN
Data Divestco, Inc.		03/20/2008	CORPORATION: MICHIGAN
Evergy, Inc.		03/20/2008	CORPORATION: DELAWARE
Tecumseh Trading Company		03/20/2008	CORPORATION: DELAWARE
Tecumseh do Brazil USA, LLC		03/20/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2638709	APPLIED ELECTRONICS AE
Registration Number:	2949818	CFI
Registration Number:	2737228	COOL PRODUCTS
Registration Number:	3006364	DURAPOWER
Registration Number:	3276529	EPACO2OL
Registration Number:	3262274	EPACOOOL 2
Registration Number:	3006362	EVERGY
Registration Number:	3006363	E EVERGY

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Registration Number:	915436	FLOMAX
Registration Number:	1532668	
Registration Number:	2825052	MASTERFLUX
Registration Number:	753688	MP PUMPS
Registration Number:	1261483	MP PUMPS
Registration Number:	752026	PUMPAK
Registration Number:	1504614	QUADRO-FLEX
Registration Number:	716430	TECUMSEH
Registration Number:	2485267	TECUMSEH
Registration Number:	2382516	TECUMSEH
Registration Number:	660341	TECUMSEH
Registration Number:	848584	TECUMSEH
Registration Number:	2633074	COMPLETE SYSTEMS TECUMSEH
Registration Number:	2978743	TECUMSEH POWERED PACKAGED REFRIGERATION SOLUTIONS
Registration Number:	1112152	TP
Registration Number:	3270377	VECTOR
Registration Number:	3370385	VECTOR BY TECUMSEH
Serial Number:	78712501	VECTOR

CORRESPONDENCE DATA

Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-457-0160
Email: trademark@dickinsonwright.com
Correspondent Name: Rebecca Gan, Dickinson Wright
Address Line 1: 1901 L St., NW Ste 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	7-4147
NAME OF SUBMITTER:	Rebecca Gan
Signature:	/rgan/
Date:	04/30/2008

Total Attachments: 51
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PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT (as it may be amended or modified from time to time, the "*Security Agreement*") is entered into as of March 20, 2008 by and between Tecumseh Products Company, a Michigan corporation (the "*Borrower*"), Tecumseh Compressor Company, a Delaware corporation, Von Weise USA, Inc., a Delaware corporation, M.P. Pumps, Inc., a Michigan corporation, Data Divestco, Inc., a Michigan corporation, Evergy, Inc., a Delaware corporation, Tecumseh Trading Company, a Delaware corporation, Tecumseh do Brasil USA, LLC, a Delaware limited liability company (collectively, the "*Loan Guarantors*" and each a "*Loan Guarantor*" and, together with the Borrower, the "*Grantors*" and each a "*Grantor*"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "*Administrative Agent*") for the lenders party to the Credit Agreement referred to below.

PRELIMINARY STATEMENT

The Grantors, the Borrower, the Lenders (as defined below) and the Administrative Agent are entering into a Credit Agreement dated as of March 20, 2008 (as it may be amended or modified from time to time, the "*Credit Agreement*"). Each Grantor is entering into this Security Agreement in order to induce the Lenders to enter into and extend credit to the Borrower under the Credit Agreement.

ACCORDINGLY, in consideration of the premises and to induce the Lenders to make extensions of credit to Borrower, each Grantor and the Administrative Agent, on behalf of the Lenders, hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2 Terms Defined in UCC. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3 Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"*Accounts*" shall have the meaning set forth in Article 9 of the UCC.

"*Article*" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"*Assigned Contracts*" means, collectively, all of the Grantors' rights and remedies under, and all moneys and claims for money due or to become due to the Grantors under any other material contracts, and any and all amendments, supplements, extensions, and renewals thereof including all rights and claims of the Grantors now or hereafter existing: (a) under any insurance, indemnities, warranties, and guarantees provided for or arising out of or in connection with any of the foregoing agreements; (b) for any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (c) to all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; or (d) to exercise or enforce any and all covenants, remedies, powers and privileges thereunder.

"*Chattel Paper*" shall have the meaning set forth in Article 9 of the UCC.

"Closing Date" means the date of the Credit Agreement.

"Collateral" shall have the meaning set forth in Article II.

"Collateral Access Agreement" means any landlord waiver or other agreement, in form and substance satisfactory to the Administrative Agent, between the Administrative Agent and any third party (including any bailee, consignee, customs broker, or other similar Person) in possession of any Collateral or any landlord of any Loan Party for any real property where any Collateral is located, as such landlord waiver or other agreement may be amended, restated, or otherwise modified from time to time.

"Collateral Deposit Account" shall have the meaning set forth in Section 7.1(a).

"Collateral Report" means any certificate (including any Borrowing Base Certificate), report or other document delivered by any Grantor to the Administrative Agent or any Lender with respect to the Collateral pursuant to any Loan Document.

"Collection Account" shall have the meaning set forth in Section 7.1(b).

"Commercial Tort Claims" shall have the meaning set forth in Article 9 of the UCC.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Default" means any event or condition which constitutes an Event of Default or which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Deposit Account Control Agreement" means an agreement, in form and substance satisfactory to the Administrative Agent, among any Loan Party, a banking institution holding such Loan Party's funds, and the Administrative Agent with respect to collection and control of all deposits and balances held in a deposit account maintained by any Loan Party with such banking institution.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Event of Default" means an event described in Section 5.1.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Farm Products" shall have the meaning set forth in Article 9 of the UCC.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Goods" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Lenders" means the lenders party to the Credit Agreement and their successors and assigns.

"Letter-of-Credit Rights" shall have the meaning set forth in Article 9 of the UCC.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in and to its Patents, Copyrights, or Trademarks, (b) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Lock Boxes" shall have the meaning set forth in Section 7.1(a).

"Lock Box Agreements" shall have the meaning set forth in Section 7.1(a).

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all patents and patent applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Pledged Collateral" means all Instruments, Securities and other Investment Property of the Grantors, whether or not physically delivered to the Administrative Agent pursuant to this Security Agreement.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Required Secured Parties" means (a) prior to an acceleration of the Obligations under the Credit Agreement, the Required Lenders, (b) after an acceleration of the Obligations under the Credit Agreement but prior to the date upon which the Credit Agreement has terminated by its terms and all of the obligations thereunder have been paid in full, Lenders holding in the aggregate at least 50% of the total of the Aggregate Credit Exposure, and (c) after the Credit Agreement has terminated by its terms and all of the Obligations thereunder have been paid in full (whether or not the Obligations under the Credit Agreement were ever accelerated), Lenders holding in the aggregate at least 50% of the aggregate net early termination payments and all other amounts then due and unpaid from any Grantor to the Lenders under Swap Agreement, as determined by the Administrative Agent in its reasonable discretion.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Security" has the meaning set forth in Article 8 of the UCC.

"Stock Rights" means all dividends, instruments or other distributions and any other right or property which the Grantors shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any Equity Interest constituting Collateral, any right to receive an Equity

Interest and any right to receive earnings, in which the Grantors now have or hereafter acquire any right, issued by an issuer of such Equity Interest.

"Supporting Obligations" shall have the meaning set forth in Article 9 of the UCC.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code, as in effect from time to time, of the State of Michigan or of any other state the laws of which are required as a result thereof to be applied in connection with the attachment, perfection or priority of, or remedies with respect to, Administrative Agent's or any Lender's Lien on any Collateral.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II GRANT OF SECURITY INTEREST

Each Grantor hereby pledges, assigns and grants to the Administrative Agent, on behalf of and for the ratable benefit of the Lenders, a security interest in all of its right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (including under any trade name or derivations thereof), and whether owned or consigned by or to, or leased from or to, such Grantor, and regardless of where located (all of which will be collectively referred to as the *"Collateral"*), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Copyrights, Patents and Trademarks;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Goods;
- (ix) all Instruments;
- (x) all Inventory;
- (xi) all Investment Property;
- (xii) all cash or cash equivalents;
- (xiii) all letters of credit, Letter-of-Credit Rights and Supporting Obligations;
- (xiv) all Deposit Accounts with any bank or other financial institution;
- (xv) all Commercial Tort Claims;

- (xvi) all Assigned Contracts;
- (xvii) all Farm Products;
- (xviii) and all accessions to, substitutions for and replacements, proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto and any General Intangibles at any time evidencing or relating to any of the foregoing;

to secure the prompt and complete payment and performance of the Secured Obligations.

Notwithstanding anything to the contrary contained herein, the security interests granted under this Security Agreement shall not extend to and the definition of "Collateral" shall not include (i) any General Intangible, permit, lease, license, contract or other Instrument of the Grantor if the grant of a security interest in such General Intangible, permit, lease, license, contract or other Instrument in the manner contemplated by this Security Agreement, under the terms thereof or under applicable law, is prohibited by a valid and enforceable restriction which is effective under applicable law and would result in the termination thereof or give the other parties thereto the right to terminate, accelerate or otherwise materially alter the Grantor's rights, titles and interests thereunder (including upon the giving of notice or the lapse of time or both), unless and until any required consents have been obtained, and (ii) any property which is subject to a lien of the type described in Section 6.02(d) of the Credit Agreement pursuant to documents which prohibit the Grantor from granting any other liens in such property, unless and until any required consents have been obtained; provided that the Grantor agrees to use commercially reasonable efforts to obtain any such required consents in respect of the assets described in the foregoing clauses (i) and (ii).

ARTICLE III REPRESENTATIONS AND WARRANTIES

Each Grantor represents and warrants to the Administrative Agent and the Lenders that:

3.1. Title, Perfection and Priority. Such Grantor has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1(e), and has power and authority to grant to the Administrative Agent the security interest in such Collateral pursuant hereto. When financing statements have been properly filed in the appropriate offices against such Grantor in the locations listed on Exhibit H, the Administrative Agent will have a valid and perfected first-priority security interest in that Collateral of the Grantor in which a security interest may be perfected by filing, subject only to Liens permitted under Section 4.1(e).

3.2. Type and Jurisdiction of Organization, Organizational and Identification Numbers. The type of entity of such Grantor, its state of organization, the organizational number issued to it by its state of organization and its federal employer identification number are set forth on Exhibit A.

3.3. Principal Location. Such Grantor's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), is disclosed in Exhibit A; such Grantor has no other places of business except those set forth in Exhibit A.

3.4. Collateral Locations. All of such Grantor's locations where Collateral is located are listed on Exhibit A. All of said locations are owned by such Grantor except for locations (i) which are leased by the Grantor as lessee and designated in Part VII(b) of Exhibit A and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part VII(c) of Exhibit A.

3.5. Deposit Accounts. All of such Grantor's Deposit Accounts are listed on Exhibit B.

3.6. **Exact Names.** Such Grantor's name in which it has executed this Security Agreement is the exact name as it appears in such Grantor's organizational documents, as amended, as filed with such Grantor's jurisdiction of organization. Such Grantor has not, during the past five years, been known by or used any other corporate or fictitious name, or been a party to any merger or consolidation, or been a party to any acquisition.

3.7. **Letter-of-Credit Rights and Chattel Paper.** Exhibit C lists all Letter-of-Credit Rights and Chattel Paper of such Grantor. All action by such Grantor necessary to protect and perfect the Administrative Agent's Lien on each item listed on Exhibit C (including the delivery of all originals and the placement of a legend on all Chattel Paper as required hereunder) has been duly taken. Upon the Administrative Agent taking the appropriate actions as described in Section 9-105, 9-107, 9-312 and 9-314 of the UCC, as the case may be, the Administrative Agent will have a perfected first-priority security interest in the Collateral listed on Exhibit C, subject only to Liens permitted under Section 4.1(e).

3.8. **Accounts and Chattel Paper.**

(a) The names of the obligors, amounts owing, due dates and other information with respect to its Accounts and Chattel Paper are and will be correctly stated in all records of the Grantor relating thereto and in all invoices and Collateral Reports with respect thereto furnished to the Administrative Agent by such Grantor from time to time. As of the time when each Account or each item of Chattel Paper arises, such Grantor shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto, are genuine and in all respects what they purport to be.

(b) With respect to its Accounts, except as specifically disclosed on the most recent Collateral Report, (i) all Accounts are Eligible Accounts; (ii) all Accounts represent bona fide sales of Inventory or rendering of services to Account Debtors in the ordinary course of such Grantor's business and are not evidenced by a judgment, Instrument or Chattel Paper; (iii) to such Grantor's knowledge, there are no setoffs, claims or disputes existing or asserted with respect thereto and such Grantor has not made any agreement with any Account Debtor for any extension of time for the payment thereof, any compromise or settlement for less than the full amount thereof, any release of any Account Debtor from liability therefor, or any deduction therefrom except a discount or allowance allowed by such Grantor in the ordinary course of its business for prompt payment and disclosed to the Administrative Agent; (iv) to such Grantor's knowledge, there are no facts, events or occurrences which in any way impair the validity or enforceability thereof or could reasonably be expected to reduce the amount payable thereunder as shown on such Grantor's books and records and any invoices, statements and Collateral Reports with respect thereto; (v) such Grantor has not received any notice of proceedings or actions which are, to such Grantor's knowledge, threatened or pending against any Account Debtor which might result in any adverse change in such Account Debtor's financial condition; and (vi) such Grantor has no knowledge that any Account Debtor is unable generally to pay its debts as they become due.

(c) In addition, with respect to all of its Accounts, (i) the amounts shown on all invoices, statements and Collateral Reports with respect thereto are actually and absolutely owing to such Grantor as indicated thereon and are not in any way contingent; (ii) no payments have been or shall be made thereon except payments immediately delivered to a Lock Box or a Collateral Deposit Account as required pursuant to Section 7.1; and (iii) to such Grantor's knowledge, all Account Debtors have the capacity to contract.

3.9. **Inventory.** With respect to any of its Inventory scheduled or listed on the most recent Collateral Report, (a) such Inventory (other than Inventory in transit) is located at one of such Grantor's locations set forth on Exhibit A, (b) no Inventory (other than Inventory in transit) is now, or shall at any time or times hereafter be stored at any other location except as permitted by Section 4.1(g), (c) such Grantor has good, indefeasible and merchantable title to such Inventory and such Inventory is not subject to any Lien or security interest or document whatsoever except for Liens permitted under Section 4.1(e), (d) except as specifically disclosed in the most recent Collateral Report, such Inventory is Eligible Inventory of good and merchantable quality, free from any defects, (e) such Inventory is not subject to any licensing, patent, royalty, trademark, trade name or copyright agreements with any third parties which would require any consent of any third party upon sale or disposition of that Inventory or the payment of any monies to any third party upon such sale or other

disposition, (f) such Inventory has been produced in accordance with the Federal Fair Labor Standards Act of 1938, as amended, and all rules, regulations and orders thereunder, and (g) the completion of manufacture, sale or other disposition of such Inventory by the Administrative Agent following an Event of Default shall not require the consent of any Person and shall not constitute a breach or default under any contract or agreement to which such Grantor is a party or to which such property is subject.

3.10. Intellectual Property. Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Exhibit D. This Security Agreement is effective to create a valid and continuing Lien and, upon filing of appropriate financing statements in the offices listed on Exhibit H and this Security Agreement with the United States Copyright Office and the United States Patent and Trademark Office, valid and perfected first-priority security interests in favor of the Administrative Agent on such Grantor's Patents, Trademarks and Copyrights, such perfected security interests are enforceable as such as against any and all creditors of and purchasers from the Grantor; and all action necessary to file the appropriate financing statement with respect to Administrative Agent's Lien on such Grantor's Patents, Trademarks or Copyrights shall have been duly taken.

3.11. Filing Requirements. None of its Equipment is covered by any certificate of title, except for the vehicles described in Part I of Exhibit E. None of the Collateral owned by it is of a type for which security interests or liens may be perfected by filing under any federal statute except for (a) the vehicles described in Part II of Exhibit E and (b) Patents, Trademarks and Copyrights held by such Grantor and described in Exhibit D. The legal description, county and street address of each property on which any Fixtures are located is set forth in Exhibit F together with the name and address of the record owner of each such property.

3.12. No Financing Statements, Security Agreements. No financing statement or security agreement describing all or any portion of the Collateral which has not lapsed or been terminated naming such Grantor as debtor has been filed or is of record in any jurisdiction except (a) for financing statements or security agreements naming the Administrative Agent on behalf of the Lenders as the secured party and (b) as permitted by Section 4.1(e).

3.13. Pledged Collateral.

(a) Exhibit G sets forth a complete and accurate list of all of the Pledged Collateral owned by such Grantor. Such Grantor is the direct, sole beneficial owner and sole holder of record of the Pledged Collateral listed on Exhibit G as being owned by it, free and clear of any Liens, except for Liens permitted under Section 4.1(e). Such Grantor further represents and warrants that (i) all Pledged Collateral owned by it constituting an Equity Interest has been (to the extent such concepts are relevant with respect to such Pledged Collateral) duly authorized, validly issued, are fully paid and non-assessable, (ii) with respect to any certificates delivered to the Administrative Agent representing an Equity Interest, either such certificates are Securities as defined in Article 8 of the UCC as a result of actions by the issuer or otherwise, or, if such certificates are not Securities, such Grantor has so informed the Administrative Agent so that the Administrative Agent may take steps to perfect its security interest therein as a General Intangible, (iii) all such Pledged Collateral held by a securities intermediary is covered by a control agreement among such Grantor, the securities intermediary and the Administrative Agent pursuant to which the Administrative Agent has Control, and (iv) all Pledged Collateral which represents Indebtedness owed to such Grantor has been duly authorized, authenticated or issued and delivered by the issuer of such Indebtedness, is the legal, valid and binding obligation of such issuer and such issuer is not in default thereunder.

(b) In addition, (i) none of the Pledged Collateral owned by it has been issued or transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject, (ii) except for the minority interests listed on Exhibit G, there are existing no options, warrants, calls or commitments of any character whatsoever relating to such Pledged Collateral or which obligate the issuer of any Equity Interest included in the Pledged Collateral to issue additional Equity Interests, and (iii) no consent, approval, authorization, or other action by, and no giving of notice, filing with, any governmental authority or any other Person is required for the pledge by such Grantor of such Pledged

Collateral pursuant to this Security Agreement or for the execution, delivery and performance of this Security Agreement by such Grantor, or for the exercise by the Administrative Agent of the voting or other rights provided for in this Security Agreement or for the remedies in respect of the Pledged Collateral pursuant to this Security Agreement, except as may be required in connection with such disposition by laws affecting the offering and sale of securities generally.

(c) Except as set forth in Exhibit G, such Grantor owns 100% of the issued and outstanding Equity Interests which constitutes Pledged Collateral and none of the Pledged Collateral which represents Indebtedness owed to such Grantor is subordinated in right of payment to other Indebtedness or subject to the terms of an indenture.

ARTICLE IV COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated, each Grantor agrees that:

4.1. General.

(a) **Collateral Records.** Such Grantor will maintain complete and accurate books and records with respect to the Collateral owned by it, and furnish to the Administrative Agent, with sufficient copies for each of the Lenders, such reports relating to such Collateral as the Administrative Agent shall from time to time request.

(b) **Authorization to File Financing Statements; Ratification.** Such Grantor hereby authorizes the Administrative Agent to file, and if requested will deliver to the Administrative Agent, all financing statements and other documents and take such other actions as may from time to time be requested by the Administrative Agent in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral owned by such Grantor. Any financing statement filed by the Administrative Agent may be filed in any filing office in any UCC jurisdiction and may (i) indicate such Grantor's Collateral (1) as all assets of the Grantor or words of similar effect, regardless of whether any particular asset comprised in the Collateral falls within the scope of Article 9 of the UCC or such jurisdiction, or (2) by any other description which reasonably approximates the description contained in this Security Agreement, and (ii) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment, including (A) whether such Grantor is an organization, the type of organization and any organization identification number issued to such Grantor, and (B) in the case of a financing statement filed as a fixture filing or indicating such Grantor's Collateral as as-extracted collateral or timber to be cut, a sufficient description of real property to which the Collateral relates. Such Grantor also agrees to furnish any such information to the Administrative Agent promptly upon request. Such Grantor also ratifies its authorization for the Administrative Agent to have filed in any UCC jurisdiction any initial financing statements or amendments thereto if filed prior to the date hereof.

(c) **Further Assurances.** Such Grantor will, if so requested by the Administrative Agent, furnish to the Administrative Agent, as often as the Administrative Agent requests, statements and schedules further identifying and describing the Collateral owned by it and such other reports and information in connection with its Collateral as the Administrative Agent may reasonably request, all in such detail as the Administrative Agent may specify. Such Grantor also agrees to take any and all actions necessary to defend title to the Collateral owned by it against all persons and to defend the security interest of the Administrative Agent in its Collateral and the priority thereof against any Lien not expressly permitted hereunder.

(d) **Disposition of Collateral.** Such Grantor will not sell, lease or otherwise dispose of the Collateral owned by it except for dispositions specifically permitted pursuant to Section 6.05 of the Credit Agreement.

(e) **Liens.** Such Grantor will not create, incur, or suffer to exist any Lien on the Collateral owned by it except (i) the security interest created by this Security Agreement, and (ii) other Permitted Liens.

(f) **Other Financing Statements.** Such Grantor will not authorize the filing of any financing statement naming it as debtor covering all or any portion of the Collateral owned by it, except as permitted by Section 4.1(e). Such Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement without the prior written consent of the Administrative Agent, subject to such Grantor's rights under Section 9-509(4)(b) of the UCC.

(g) **Locations.** Such Grantor will not (i) maintain any Collateral owned by it at any location other than those locations listed on Exhibit A, (ii) otherwise change, or add to, such locations without the Administrative Agent's prior written consent as required by the Credit Agreement (and if the Administrative Agent gives such consent, the Grantor will concurrently therewith obtain a Collateral Access Agreement for each such location to the extent required by the Credit Agreement), or (iii) change its principal place of business or chief executive office from the location identified on Exhibit A, other than as permitted by the Credit Agreement or Section 4.15 of this Security Agreement.

(h) **Compliance with Terms.** Such Grantor will perform and comply with all obligations in respect of the Collateral owned by it and all agreements to which it is a party or by which it is bound relating to such Collateral.

4.2. **Receivables.**

(a) **Certain Agreements on Receivables.** Such Grantor will not make or agree to make any discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable less than the original amount thereof, except that, prior to the occurrence of an Event of Default, such Grantor may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

(b) **Collection of Receivables.** Except as otherwise provided in this Security Agreement, such Grantor will collect and enforce, at such Grantor's sole expense, all amounts due or hereafter due to such Grantor under the Receivables owned by it in accordance with its present policies and in the ordinary course of business.

(c) **Delivery of Invoices.** Such Grantor will deliver to the Administrative Agent immediately upon its request duplicate invoices with respect to each Account owned by it bearing such language of assignment as the Administrative Agent shall specify.

(d) **Disclosure of Counterclaims on Receivables.** If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable owned by Such Grantor exists or (ii) if, to the knowledge of such Grantor, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to any such Receivable, such Grantor will promptly disclose such fact to the Administrative Agent in writing. After requested by the Administrative Agent, such Grantor shall send the Administrative Agent a copy of each credit memorandum in excess of the amount requested by the Administrative Agent as soon as issued, and such Grantor shall promptly report each credit memo and each of the facts required to be disclosed to the Administrative Agent in accordance with this Section 4.2(d) on the Borrowing Base Certificates submitted by it.

(e) **Electronic Chattel Paper.** Such Grantor shall take all steps necessary to grant the Administrative Agent Control of all electronic chattel paper in accordance with the UCC and all "transferable records" as defined in each of the Uniform Electronic Transactions Act and the Electronic Signatures in Global and National Commerce Act.

4.3. **Inventory and Equipment.**

(a) **Maintenance of Goods.** Such Grantor will do all things necessary to maintain, preserve, protect and keep its Inventory and the Equipment in good repair and working and saleable condition, except for damaged or defective goods arising in the ordinary course of such Grantor's business and except for ordinary wear and tear in respect of the Equipment.

(b) **Returned Inventory.** If an Account Debtor returns any Inventory to such Grantor when no Event of Default exists, then such Grantor shall promptly determine the reason for such return and shall issue a credit memorandum to the Account Debtor in the appropriate amount. After requested by the Administrative Agent, such Grantor shall immediately report to the Administrative Agent any return involving an amount in excess of the amount requested by the Administrative Agent. Each such report shall indicate the reasons for the returns and the locations and condition of the returned Inventory. In the event any Account Debtor returns Inventory to such Grantor when an Event of Default exists, such Grantor, upon the request of the Administrative Agent, shall: (i) hold the returned Inventory in trust for the Administrative Agent; (ii) segregate all returned Inventory from all of its other property; (iii) dispose of the returned Inventory solely according to the Administrative Agent's written instructions; and (iv) not issue any credits or allowances with respect thereto without the Administrative Agent's prior written consent. All returned Inventory shall be subject to the Administrative Agent's Liens thereon. Whenever any Inventory is returned, the related Account shall be deemed ineligible to the extent of the amount owing by the Account Debtor with respect to such returned Inventory and such returned Inventory shall not be Eligible Inventory.

(c) **Inventory Count.** Such Grantor will conduct, upon request from the Administrative Agent, a physical count of the Inventory once per Fiscal Year (unless a physical count has been conducted in the twelve month period prior to Administrative Agent's request), and after and during the continuation of an Event of Default, at such other times as the Administrative Agent requests. Such Grantor, at its own expense, shall deliver to the Administrative Agent the results of each physical verification, which such Grantor has made, or has caused any other Person to make on its behalf, of all or any portion of its Inventory.

(d) **Equipment.** Such Grantor shall promptly inform the Administrative Agent of any additions to or deletions from its Equipment which individually exceed \$1,000,000. The Grantor shall not permit any Equipment to become a fixture with respect to real property or to become an accession with respect to other personal property with respect to which real or personal property the Administrative Agent does not have a Lien. Such Grantor will not, without the Administrative Agent's prior written consent, alter or remove any identifying symbol or number on any of Such Grantor's Equipment constituting Collateral.

(e) **Titled Vehicles.** Upon request, such Grantor will give the Administrative Agent notice of its acquisition of any vehicle covered by a certificate of title and deliver to the Administrative Agent, upon request, the original of any vehicle title certificate and provide and/or file all other documents or instruments necessary to have the Lien of the Administrative Agent noted on any such certificate or with the appropriate state office.

4.4. Delivery of Instruments, Securities, Chattel Paper and Documents. Such Grantor will (a) deliver to the Administrative Agent immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral owned by it (if any then exist), (b) hold in trust for the Administrative Agent upon receipt and immediately thereafter deliver to the Administrative Agent any such Chattel Paper, Securities and Instruments constituting Collateral, (c) upon the Administrative Agent's request, deliver to the Administrative Agent (and thereafter hold in trust for the Administrative Agent upon receipt and immediately deliver to the Administrative Agent) any Document evidencing or constituting Collateral, and (d) upon the Administrative Agent's request, deliver to the Administrative Agent a duly executed amendment to this Security Agreement, in the form of Exhibit I hereto (the "**Amendment**"), pursuant to which such Grantor will pledge such additional Collateral. Such Grantor hereby authorizes the Administrative Agent to attach each Amendment to this Security Agreement and agrees that all additional Collateral owned by it set forth in such Amendments shall be considered to be part of the Collateral.

4.5. Uncertificated Pledged Collateral. Such Grantor will permit the Administrative Agent from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Pledged Collateral owned by it not represented by certificates to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Pledged Collateral not represented by certificates and all rollovers and replacements therefor to reflect the Lien of the Administrative Agent granted pursuant to this Security Agreement. With respect to any Pledged Collateral owned by it, such Grantor will take any actions necessary to cause (a) the issuers of uncertificated securities which are Pledged Collateral and (b) any securities intermediary which is the holder of any such Pledged Collateral, to cause the Administrative Agent to have and retain Control over such Pledged Collateral. Without limiting the foregoing, such Grantor will, with respect to any such Pledged Collateral held with a securities intermediary, cause such securities intermediary to enter into a control agreement with the Administrative Agent, in form and substance satisfactory to the Administrative Agent, giving the Administrative Agent Control.

4.6. Pledged Collateral.

(a) Changes in Capital Structure of Issuers. Such Grantor will not (i) permit or suffer any issuer of an Equity Interest constituting Pledged Collateral owned by it to dissolve, merge, liquidate, retire any of its Equity Interests or other Instruments or Securities evidencing ownership, reduce its capital, sell or encumber all or substantially all of its assets (except for Permitted Liens and sales of assets permitted pursuant to Section 4.1(d)) or merge or consolidate with any other entity, or (ii) vote any such Pledged Collateral in favor of any of the foregoing.

(b) Issuance of Additional Securities. Such Grantor will not permit or suffer the issuer of an Equity Interest constituting Pledged Collateral owned by it to issue additional Equity Interests, any right to receive the same or any right to receive earnings, except to such Grantor.

(c) Registration of Pledged Collateral. Such Grantor will permit any registerable Pledged Collateral owned by it to be registered in the name of the Administrative Agent or its nominee at any time at the option of the Required Secured Parties.

(d) Exercise of Rights in Pledged Collateral.

(i) Without in any way limiting the foregoing and subject to clause (ii) below, such Grantor shall have the right to exercise all voting rights or other rights relating to the Pledged Collateral owned by it for all purposes consistent with this Security Agreement, the Credit Agreement or any other Loan Document; *provided however, that no vote or other right shall be exercised or action taken which would have the effect of impairing the rights of the Administrative Agent in respect of such Pledged Collateral.*

(ii) Such Grantor will permit the Administrative Agent or its nominee at any time after the occurrence an Event of Default that is a continuing Default, without notice, to exercise all voting rights or other rights relating to the Pledged Collateral owned by it, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any Equity Interest or Investment Property constituting such Pledged Collateral as if it were the absolute owner thereof.

(iii) Such Grantor shall be entitled to collect and receive for its own use all cash dividends and interest paid in respect of the Pledged Collateral owned by it to the extent not in violation of the Credit Agreement other than any of the following distributions and payments (collectively referred to as the "**Excluded Payments**"): (A) dividends and interest paid or payable other than in cash in respect of such Pledged Collateral, and instruments and other property received, receivable or otherwise distributed in respect of, or in exchange for, such Pledged Collateral; (B) dividends and other distributions paid or payable in cash in respect of such Pledged Collateral in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in

capital of an issuer; and (C) cash paid, payable or otherwise distributed, in respect of principal of, or in redemption of, or in exchange for, such Pledged Collateral; *provided however, that* until actually paid, all rights to such distributions shall remain subject to the Lien created by this Security Agreement; and

(iv) All Excluded Payments and all other distributions in respect of any of the Pledged Collateral owned by such Grantor, whenever paid or made, shall be delivered to the Administrative Agent to hold as Pledged Collateral and shall, if received by such Grantor, be received in trust for the benefit of the Administrative Agent, be segregated from the other property or funds of such Grantor, and be forthwith delivered to the Administrative Agent as Pledged Collateral in the same form as so received (with any necessary endorsement).

4.7. Intellectual Property.

(a) Such Grantor will use its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or benefit of the Administrative Agent of any License held by such Grantor and to enforce the security interests granted hereunder.

(b) Such Grantor shall notify the Administrative Agent on a quarterly basis if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) Each Grantor shall execute and deliver any and all security agreements as the Administrative Agent may request to evidence the Administrative Agent's first-priority security interest on each Patent, Trademark or Copyright that is the subject of an application filed with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency, and the General Intangibles.

(d) Such Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of its Patents, Trademarks and Copyrights (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings, unless the Administrative Agent shall determine that such Patent, Trademark or Copyright is not material to the conduct of such Grantor's business.

(e) Such Grantor shall, unless it shall reasonably determine that such Patent, Trademark or Copyright is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as the Administrative Agent shall deem appropriate under the circumstances to protect such Patent, Trademark or Copyright. In the event that such Grantor institutes suit because any of its Patents, Trademarks or Copyrights constituting Collateral is infringed upon, or misappropriated or diluted by a third party, such Grantor shall comply with Section 4.8.

4.8. **Commercial Tort Claims.** Such Grantor shall promptly, and in any event within five Business Days after the same is acquired by it, notify the Administrative Agent of any material Commercial Tort Claim acquired by it and, unless the Administrative Agent otherwise consents, such Grantor shall enter into an amendment to this Security Agreement, in the form of Exhibit I hereto, granting to Administrative Agent a first-priority security interest in such Commercial Tort Claim.

4.9. **Letter-of-Credit Rights.** If such Grantor is or becomes the beneficiary of a letter of credit, it shall promptly, and in any event within two Business Days after becoming a beneficiary, notify the

Administrative Agent thereof and cause the issuer and/or confirmation bank to (i) consent to the assignment of any Letter-of-Credit Rights to the Administrative Agent and (ii) agree to direct all payments thereunder to a Deposit Account at the Administrative Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.18 of the Credit Agreement, all in form and substance reasonably satisfactory to the Administrative Agent.

4.10. Federal, State or Municipal Claims. Such Grantor will promptly notify the Administrative Agent of any Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. No Interference. Such Grantor agrees that it will not interfere with any right, power and remedy of the Administrative Agent provided for in this Security Agreement or now or hereafter existing at law or in equity or by statute or otherwise, or the exercise or beginning of the exercise by the Administrative Agent of any one or more of such rights, powers or remedies.

4.12. Insurance. (a) In the event any Collateral is located in any area that has been designated by the Federal Emergency Management Agency as a "Special Flood Hazard Area", such Grantor shall purchase and maintain flood insurance on such Collateral owned by such Grantor (including any personal property which is located on any real property leased by such Loan Party within a "Special Flood Hazard Area"). The amount of all insurance required by this Section shall at a minimum comply with applicable law, including the Flood Disaster Protection Act of 1973, as amended. All premiums on such insurance shall be paid when due by such Grantor, and copies of the policies delivered to the Administrative Agent. If such Grantor fails to obtain any insurance as required by this Section, the Administrative Agent at the direction of the Required Lenders may obtain such insurance at the Borrower's expense. By purchasing such insurance, the Administrative Agent shall not be deemed to have waived any Default arising from such Grantor's failure to maintain such insurance or pay any premiums therefor.

(b) All insurance policies required under Section 5.09 of the Credit Agreement shall name the Administrative Agent (for the benefit of the Administrative Agent and the Lenders) as an additional insured or as lender loss payee, as applicable, and shall contain lender loss payable clauses or mortgagee clauses, through endorsements in form and substance satisfactory to the Administrative Agent, which provide that: (i) all proceeds thereunder with respect to any Collateral shall be payable to the Administrative Agent; (ii) no such insurance shall be affected by any act or neglect of the insured or owner of the property described in such policy; and (iii) such policy and lender loss payable or mortgagee clauses may be canceled, amended, or terminated only upon at least thirty days prior written notice given to the Administrative Agent.

4.13. Collateral Access Agreements. Such Grantor shall use commercially reasonable efforts to obtain a Collateral Access Agreement, from the lessor of each leased property, mortgagee of owned property or bailee or consignee with respect to any warehouse, processor or converter facility or other location where Collateral owned by such Grantor is stored or located, which agreement or letter shall provide access rights, contain a waiver or subordination of all Liens or claims that the landlord, mortgagee, bailee or consignee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to the Administrative Agent. With respect to such locations or warehouse space leased as of the Closing Date and thereafter, if the Administrative Agent has not received a Collateral Access Agreement as of the Effective Date (or, if later, as of the date such location is acquired or leased), Borrower's Eligible Inventory at that location shall be subject to such Reserves as may be established by the Administrative Agent. After the Closing Date, no real property or warehouse space shall be leased by such Grantor and no Inventory shall be shipped to a processor or converter under arrangements established after the Closing Date, unless and until a satisfactory Collateral Access Agreement shall first have been obtained with respect to such location and if it has not been obtained, Borrower's Eligible Inventory at that location shall be subject to the establishment of Reserves acceptable to the Administrative Agent. Such Grantor shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or third party warehouse where any Collateral is or may be located.

4.14. Deposit Account Control Agreements. Such Grantor will provide to the Administrative Agent upon the Administrative Agent's request, a Deposit Account Control Agreement duly executed on behalf of each financial institution holding a deposit account of such Grantor (unless such deposit account is exempted under the Credit Agreement) as set forth in the Security Agreement; *provided that*, the Administrative Agent may, in its discretion, defer delivery of any such Deposit Account Control Agreement, establish a Reserve with respect to any deposit account for which the Administrative Agent has not received such Deposit Account Control Agreement, and require such Grantor to open and maintain a new deposit account with a financial institution subject to a Deposit Account Control Agreement.

4.15. Change of Name or Location; Change of Fiscal Year. Such Grantor shall not (a) change its name as it appears in official filings in the state of its incorporation or organization, (b) change its chief executive office, principal place of business, mailing address, corporate offices or warehouses or locations at which Collateral owned by such Grantor is held or stored, or the location of its records concerning the Collateral as set forth in the Security Agreement, (c) change the type of entity that it is, (d) change its organization identification number, if any, issued by its state of incorporation or other organization, or (e) change its state of incorporation or organization, in each case, unless the Administrative Agent shall have received at least thirty days prior written notice of such change and the Administrative Agent shall have acknowledged in writing that either (1) such change will not adversely affect the validity, perfection or priority of the Administrative Agent's security interest in such Collateral, or (2) any reasonable action requested by the Administrative Agent in connection therewith has been completed or taken (including any action to continue the perfection of any Liens in favor of the Administrative Agent, on behalf of Lenders, in any Collateral), *provided that*, any new location shall be in the continental U.S. Such Grantor shall not change its fiscal year.

4.16. Assigned Contracts. Upon request, such Grantor will use its commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Administrative Agent of any Assigned Contract held by such Grantor and to enforce the security interests granted hereunder. Such Grantor shall perform all of its obligations under each of its Assigned Contracts, and shall enforce all of its rights and remedies thereunder, in each case, as it deems appropriate in its business judgment. Without limiting the generality of the foregoing, such Grantor shall take all action necessary or appropriate to permit, and shall not take any action which would have any materially adverse effect upon, the full enforcement of all indemnification rights under its Assigned Contracts. Such Grantor shall notify the Administrative Agent and the Lenders in writing, promptly after such Grantor becomes aware thereof, of any event or fact which could give rise to a material claim by it for indemnification under any of its Assigned Contracts, and shall diligently pursue such right and report to the Administrative Agent on all further developments with respect thereto. Such Grantor shall deposit into a Deposit Account at the Administrative Agent or subject to a Deposit Account Control Agreement for application to the Secured Obligations, in accordance with Section 2.18 of the Credit Agreement, all amounts received by such Grantor as indemnification or otherwise pursuant to its Assigned Contracts. If such Grantor shall fail after the Administrative Agent's demand to pursue diligently any right under its Assigned Contracts, or if an Event of Default then exists, the Administrative Agent may, and at the direction of the Required Secured Parties shall, directly enforce such right in its own or such Grantor's name and may enter into such settlements or other agreements with respect thereto as the Administrative Agent or the Required Secured Parties, as applicable, shall determine. In any suit, proceeding or action brought by the Administrative Agent for the benefit of the Lenders under any Assigned Contract for any sum owing thereunder or to enforce any provision thereof, such Grantor shall indemnify and hold the Administrative Agent and Lenders harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaims, recoupment, or reduction of liability whatsoever of the obligor thereunder arising out of a breach by such Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing from such Grantor to or in favor of such obligor or its successors. All such obligations of such Grantor shall be and remain enforceable only against such Grantor and shall not be enforceable against the Administrative Agent or the Lenders. Notwithstanding any provision hereof to the contrary, such Grantor shall at all times remain liable to observe and perform all of its duties and obligations under its Assigned Contracts, and the Administrative Agent's or any Lender's exercise of any of their respective rights with respect to the Collateral shall not release such Grantor from any of such duties and obligations. Neither the Administrative Agent nor any Lender shall be obligated to perform or fulfill any of

such Grantor's duties or obligations under its Assigned Contracts or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment or property received by it thereunder or the sufficiency of performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance, any payment of any amounts, or any delivery of any property.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

5.1. Events of Default. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

(a) Any representation or warranty made by or on behalf of any Grantor under or in connection with this Security Agreement shall be materially false as of the date on which made.

(b) The breach by any Grantor of any of the terms or provisions of Article IV or Article VII.

(c) The breach by any Grantor (other than a breach which constitutes an Event of Default under any other Section of this Article V) of any of the terms or provisions of this Security Agreement which is not remedied within fifteen Business Days after such breach.

(d) The occurrence of any "Event of Default" under, and as defined in, the Credit Agreement.

(e) Any Equity Interest which is included within the Collateral shall at any time constitute a Security or the issuer of any such Equity Interest shall take any action to have such interests treated as a Security unless (i) all certificates or other documents constituting such Security have been delivered to the Administrative Agent and such Security is properly defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) the Administrative Agent has entered into a control agreement with the issuer of such Security or with a securities intermediary relating to such Security and such Security is defined as such under Article 8 of the UCC of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Remedies.

(a) Upon the occurrence of an Event of Default, the Administrative Agent may, and shall exercise with the concurrence or at the direction of the Required Secured Parties, exercise any or all of the following rights and remedies:

(i) those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document; *provided that*, this Section 5.2(a) shall not be understood to limit any rights or remedies available to the Administrative Agent and the Lenders prior to an Event of Default;

(ii) those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement;

(iii) give notice of sole control or any other instruction under any Deposit Account Control Agreement or and other control agreement with any securities intermediary and take any action therein with respect to such Collateral;

(iv) without notice (except as specifically provided in Section 8.1 or elsewhere herein), demand or advertisement of any kind to any Grantor or any other Person, enter the premises of

any Grantor where any Collateral is located (through self-help and without judicial process) to collect, receive, assemble, process, appropriate, sell, lease, assign, grant an option or options to purchase or otherwise dispose of, deliver, or realize upon, the Collateral or any part thereof in one or more parcels at public or private sale or sales (which sales may be adjourned or continued from time to time with or without notice and may take place at any Grantor's premises or elsewhere), for cash, on credit or for future delivery without assumption of any credit risk, and upon such other terms as the Administrative Agent may deem commercially reasonable; and

(v) concurrently with written notice to the applicable Grantor, transfer and register in its name or in the name of its nominee the whole or any part of the Pledged Collateral, to exchange certificates or instruments representing or evidencing Pledged Collateral for certificates or instruments of smaller or larger denominations, to exercise the voting and all other rights as a holder with respect thereto, to collect and receive all cash dividends, interest, principal and other distributions made thereon and to otherwise act with respect to the Pledged Collateral as though the Administrative Agent was the outright owner thereof.

(b) The Administrative Agent, on behalf of the Lenders, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

(c) The Administrative Agent shall have the right upon any such public sale or sales and, to the extent permitted by law, upon any such private sale or sales, to purchase for the benefit of the Administrative Agent and the Lenders, the whole or any part of the Collateral so sold, free of any right of equity redemption, which equity redemption each Grantor hereby expressly releases.

(d) Until the Administrative Agent is able to effect a sale, lease, or other disposition of Collateral, the Administrative Agent shall have the right to hold or use Collateral, or any part thereof, to the extent that it deems appropriate for the purpose of preserving Collateral or its value or for any other purpose deemed appropriate by the Administrative Agent. The Administrative Agent may, if it so elects, seek the appointment of a receiver or keeper to take possession of Collateral and to enforce any of the Administrative Agent's remedies (for the benefit of the Administrative Agent and Lenders), with respect to such appointment without prior notice or hearing as to such appointment.

(e) If, after the Credit Agreement has terminated by its terms and all of the Obligations have been paid in full, there remain Swap Obligations outstanding, the Required Secured Parties may exercise the remedies provided in this Section 5.2 upon the occurrence of any event which would allow or require the termination or acceleration of any Swap Obligations pursuant to the terms of the Swap Agreement.

(f) Notwithstanding the foregoing, neither the Administrative Agent nor the Lenders shall be required to (i) make any demand upon, or pursue or exhaust any of their rights or remedies against, any Grantor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Secured Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) marshal the Collateral or any guarantee of the Secured Obligations or to resort to the Collateral or any such guarantee in any particular order, or (iii) effect a public sale of any Collateral.

(g) Each Grantor recognizes that the Administrative Agent may be unable to effect a public sale of any or all the Pledged Collateral and may be compelled to resort to one or more private sales thereof in accordance with clause (a) above. Each Grantor also acknowledges that any private sale may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any such private sale shall not be deemed to have been made in a commercially unreasonable manner solely by virtue of such sale being private. The Administrative Agent shall be under no obligation to delay a sale of any of the Pledged Collateral for the period of time necessary to permit any Grantor or the issuer of the Pledged Collateral to register such securities for public sale under the Securities Act of 1933,

as amended, or under applicable state securities laws, even if the applicable Grantor and the issuer would agree to do so.

5.3. Grantor's Obligations Upon Default. Upon the request of the Administrative Agent after the occurrence of a Default, each Grantor will:

(a) assemble and make available to the Administrative Agent the Collateral and all books and records relating thereto at any place or places specified by the Administrative Agent, whether at a Grantor's premises or elsewhere;

(b) permit the Administrative Agent, by the Administrative Agent's representatives and agents, to enter, occupy and use any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral or the books and records relating thereto, or both, to remove all or any part of the Collateral or the books and records relating thereto, or both, and to conduct sales of the Collateral, without any obligation to pay the Grantor for such use and occupancy;

(c) if the Administrative Agent shall determine to exercise its right to sell any of the Pledged Collateral pursuant to Section 5.2, and if in the opinion of the Administrative Agent it is necessary or advisable to have the Pledged Collateral, or any portion thereof to be registered under the Securities Act of 1933 as amended from time to time, the relevant Grantor will prepare and file, or cause an issuer of Pledged Collateral to prepare and file, with the Securities and Exchange Commission or any other applicable government agency, registration statements, a prospectus and such other documentation in connection with the Pledged Collateral as the Administrative Agent may request, all in form and substance satisfactory to the Administrative Agent, and furnish to the Administrative Agent, or cause an issuer of Pledged Collateral to furnish to the Administrative Agent, any information regarding the Pledged Collateral in such detail as the Administrative Agent may specify;

(d) take, or cause an issuer of Pledged Collateral to take, any and all actions necessary to register or qualify the Pledged Collateral to enable the Administrative Agent to consummate a public sale or other disposition of the Pledged Collateral; and

(e) at its own expense, cause the independent certified public accountants then engaged by each Grantor to prepare and deliver to the Administrative Agent and each Lender, at any time, and from time to time, promptly upon the Administrative Agent's request, the following reports with respect to the applicable Grantor: (i) a reconciliation of all Accounts; (ii) an aging of all Accounts; (iii) trial balances; and (iv) a test verification of such Accounts.

5.4. Grant of Intellectual Property License. For the purpose of enabling the Administrative Agent to exercise the rights and remedies under this Article V upon an Event of Default, each Grantor hereby (a) grants to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to any Grantor) to use, license or sublicense any rights to trademarks, patents, or copyrights now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) irrevocably agrees that the Administrative Agent may sell any of such Grantor's Inventory directly to any person, including, without limitation, persons who have previously purchased the Grantor's Inventory from such Grantor and in connection with any such sale or other enforcement of the Administrative Agent's rights under this Security Agreement, may sell Inventory which bears any Trademark owned by or licensed to such Grantor and any Inventory that is covered by any Copyright owned by or licensed to such Grantor and the Administrative Agent may finish any work in process and affix any Trademark owned by or licensed to such Grantor and sell such Inventory as provided herein.

ARTICLE VI

ACCOUNT VERIFICATION; ATTORNEY IN FACT; PROXY

6.1. **Account Verification.** The Administrative Agent may at any time, in the Administrative Agent's own name, in the name of a nominee of the Administrative Agent, or in the name of any Grantor communicate (by mail, telephone, facsimile or otherwise) with the Account Debtors of any such Grantor, parties to contracts with any such Grantor and obligors in respect of Instruments of any such Grantor to verify with such Persons, to the Administrative Agent's satisfaction, the existence, amount, terms of, and any other matter relating to, Accounts, Instruments, Chattel Paper, payment intangibles and/or other Receivables.

6.2. **Authorization for Secured Party to Take Certain Action.**

(a) Each Grantor irrevocably authorizes the Administrative Agent at any time and from time to time in the sole discretion of the Administrative Agent and appoints the Administrative Agent as its attorney in fact (i) to execute on behalf of such Grantor as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the Administrative Agent's security interest in the Collateral, (iv) to contact and enter into one or more agreements with the issuers of uncertificated securities which are Pledged Collateral or with securities intermediaries holding Pledged Collateral as may be necessary or advisable to give the Administrative Agent Control over such Pledged Collateral, (v) to apply the proceeds of any Collateral received by the Administrative Agent to the Secured Obligations as provided in Section 7.3, (vi) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), (vii) to contact Account Debtors for any reason, (viii) to demand payment or enforce payment of the Receivables in the name of the Administrative Agent or such Grantor and to endorse any and all checks, drafts, and other instruments for the payment of money relating to the Receivables, (ix) to sign such Grantor's name on any invoice or bill of lading relating to the Receivables, drafts against any Account Debtor of such Grantor, assignments and verifications of Receivables, (x) to exercise all of such Grantor's rights and remedies with respect to the collection of the Receivables and any other Collateral, (xi) to settle, adjust, compromise, extend or renew the Receivables, (xii) to settle, adjust or compromise any legal proceedings brought to collect Receivables, (xiii) to prepare, file and sign such Grantor's name on a proof of claim in bankruptcy or similar document against any Account Debtor of such Grantor, (xiv) to prepare, file and sign such Grantor's name on any notice of Lien, assignment or satisfaction of Lien or similar document in connection with the Receivables, (xv) to change the address for delivery of mail addressed to such Grantor to such address as the Administrative Agent may designate and to receive, open and dispose of all mail addressed to such Grantor, and (xvi) to do all other acts and things necessary to carry out this Security Agreement; and such Grantor agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent in connection with any of the foregoing; *provided that*, this authorization shall not relieve such Grantor of any of its obligations under this Security Agreement or under the Credit Agreement.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Administrative Agent, for the benefit of the Administrative Agent and Lenders, under this Section 6.2 are solely to protect the Administrative Agent's interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers.

6.3. **Proxy.** EACH GRANTOR HEREBY IRREVOCABLY CONSTITUTES AND APPOINTS THE ADMINISTRATIVE AGENT AS ITS PROXY AND ATTORNEY-IN-FACT (AS SET FORTH IN SECTION 6.2 ABOVE) OF THE GRANTOR WITH RESPECT TO ITS PLEDGED COLLATERAL, INCLUDING THE RIGHT TO VOTE SUCH PLEDGED COLLATERAL, WITH FULL POWER OF SUBSTITUTION TO DO SO. IN ADDITION TO THE RIGHT TO VOTE ANY SUCH PLEDGED COLLATERAL, THE APPOINTMENT OF THE ADMINISTRATIVE AGENT AS PROXY AND

ATTORNEY-IN-FACT SHALL INCLUDE THE RIGHT TO EXERCISE ALL OTHER RIGHTS, POWERS, PRIVILEGES AND REMEDIES TO WHICH A HOLDER OF SUCH PLEDGED COLLATERAL WOULD BE ENTITLED (INCLUDING GIVING OR WITHHOLDING WRITTEN CONSENTS OF SHAREHOLDERS, CALLING SPECIAL MEETINGS OF SHAREHOLDERS AND VOTING AT SUCH MEETINGS). SUCH PROXY SHALL BE EFFECTIVE, AUTOMATICALLY AND WITHOUT THE NECESSITY OF ANY ACTION (INCLUDING ANY TRANSFER OF ANY SUCH PLEDGED COLLATERAL ON THE RECORD BOOKS OF THE ISSUER THEREOF) BY ANY PERSON (INCLUDING THE ISSUER OF SUCH PLEDGED COLLATERAL OR ANY OFFICER OR AGENT THEREOF), UPON THE OCCURRENCE OF A DEFAULT.

6.4. Nature of Appointment; Limitation of Duty. THE APPOINTMENT OF THE AGENT AS PROXY AND ATTORNEY-IN-FACT IN THIS ARTICLE VI IS COUPLED WITH AN INTEREST AND SHALL BE IRREVOCABLE UNTIL THE DATE ON WHICH THIS SECURITY AGREEMENT IS TERMINATED IN ACCORDANCE WITH SECTION 8.14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, NEITHER THE AGENT, NOR ANY LENDER, NOR ANY OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY DUTY TO EXERCISE ANY RIGHT OR POWER GRANTED HEREUNDER OR OTHERWISE OR TO PRESERVE THE SAME AND SHALL NOT BE LIABLE FOR ANY FAILURE TO DO SO OR FOR ANY DELAY IN DOING SO, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION; *PROVIDED THAT*, IN NO EVENT SHALL THEY BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

ARTICLE VII COLLECTION AND APPLICATION OF COLLATERAL PROCEEDS; DEPOSIT ACCOUNTS

7.1. Collection of Receivables.

(a) On or before the Closing Date, each Grantor shall (a) execute and deliver to the Administrative Agent Deposit Account Control Agreements for each Deposit Account maintained by such Grantor into which all cash, checks or other similar payments relating to or constituting payments made in respect of Receivables will be deposited (a "*Collateral Deposit Account*"), which Collateral Deposit Accounts are identified as such on Exhibit B, and (b) establish lock box service (the "*Lock Boxes*") with the bank(s) set forth in Exhibit B, which lock boxes shall be subject to irrevocable lockbox agreements in the form provided by or otherwise acceptable to the Administrative Agent and shall be accompanied by an acknowledgment by the bank where the Lock Box is located of the Lien of the Administrative Agent granted hereunder and of irrevocable instructions to wire all amounts collected therein to the Collection Account (a "*Lock Box Agreement*"). After the Closing Date, each Grantor will comply with the terms of Section 7.2.

(b) Each Grantor shall direct all of its Account Debtors to forward payments directly to Lock Boxes subject to Lock Box Agreements. The Administrative Agent shall have sole access to the Lock Boxes at all times and each Grantor shall take all actions necessary to grant the Administrative Agent such sole access. At no time shall any Grantor remove any item from a Lock Box or from a Collateral Deposit Account without the Administrative Agent's prior written consent. If any Grantor should refuse or neglect to notify any Account Debtor to forward payments directly to a Lock Box subject to a Lock Box Agreement after notice from the Administrative Agent, the Administrative Agent shall, notwithstanding the language set forth in Section 6.2(b) be entitled to make such notification directly to Account Debtor. If notwithstanding the foregoing instructions, any Grantor receives any proceeds of any Receivables, such Grantor shall receive such payments as the Administrative Agent's trustee, and shall immediately deposit all cash, checks or other similar payments related to or constituting payments made in respect of Receivables received by it to a Collateral Deposit Account. All funds deposited into any Lock Box subject to a Lock Box Agreement or a Collateral Deposit Account will be swept on a daily basis into a collection account maintained by such the Borrower with the

Administrative Agent (the "*Collection Account*"). The Administrative Agent shall hold and apply funds received into the Collection Account as provided by the terms of Section 7.3.

7.2. Covenant Regarding New Deposit Accounts; Lock Boxes. Before opening or replacing any Collateral Deposit Account, other Deposit Account, or establishing a new Lock Box, each Grantor shall (a) obtain the Administrative Agent's consent in writing to the opening of such Deposit Account or Lock Box, and (b) cause each bank or financial institution in which it seeks to open (i) a Deposit Account, to enter into a Deposit Account Control Agreement with the Administrative Agent in order to give the Administrative Agent Control of such Deposit Account, or (ii) a Lock Box, to enter into a Lock Box Agreement with the Administrative Agent in order to give the Administrative Agent Control of the Lock Box. In the case of Deposit Accounts or Lock Boxes maintained with Lenders, the terms of such letter shall be subject to the provisions of the Credit Agreement regarding setoffs.

7.3. Application of Proceeds; Deficiency. All amounts deposited in the Collection Account, after having been credited in immediately available funds to the Collection Account, shall be deposited into the Borrower's Funding Account, provided that:

(a) all such amounts shall be applied (and allocated) by Administrative Agent in accordance with Section 2.18 of the Credit Agreement to the extent required by Section 2.18 of the Credit Agreement, and

(b) all such amounts are not subject full cash dominion (as referenced in Sections 2.10(b) and 2.18 of the Credit Agreement) on the date hereof, but will be subject to full cash dominion at any time after a Default has occurred and is continuing or if excess Availability is less than \$25,000,000 (and such amounts will be applied to reduce amounts owing under the Credit Agreement as provided in Sections 2.10(b) and 2.18 of the Credit Agreement when such full cash dominion is in effect), provided further that such cash dominion will no longer be in effect if, for a period of 90 consecutive days after full cash dominion is effective, no Default exists and excess Availability is greater than \$25,000,000 (subject to reverting to full cash dominion as described above).

Except for dispositions specifically permitted pursuant to Section 6.05 of the Credit Agreement, the Administrative Agent shall require all other cash proceeds of the Collateral, which are not required to be applied to the Obligations pursuant to Section 2.11 of the Credit Agreement, to be deposited in a special non-interest bearing cash collateral account with the Administrative Agent and held there as security for the Secured Obligations. No Grantor shall have any control whatsoever over said cash collateral account. Any such proceeds of the Collateral shall be applied in the order set forth in Section 2.18 of the Credit Agreement unless a court of competent jurisdiction shall otherwise direct. The balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by the Administrative Agent into the Borrower's general operating account with the Administrative Agent. The Grantors shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all Secured Obligations, including any attorneys' fees and other expenses incurred by Administrative Agent or any Lender to collect such deficiency.

ARTICLE VIII GENERAL PROVISIONS

8.1. Waivers. Each Grantor hereby waives notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral may be made. To the extent such notice may not be waived under applicable law, any notice made shall be deemed reasonable if sent to the Grantors, addressed as set forth in Article IX, at least ten days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Administrative Agent or any Lender arising out of the repossession, retention or sale of the Collateral, except such as arise solely out of the gross negligence or willful misconduct of the Administrative Agent or such Lender as finally determined by a court of competent jurisdiction. To the extent it may lawfully do so, each Grantor absolutely and irrevocably waives and relinquishes the benefit and advantage of, and covenants not to assert against the

Administrative Agent or any Lender, any valuation, stay, appraisal, extension, moratorium, redemption or similar laws and any and all rights or defenses it may have as a surety now or hereafter existing which, but for this provision, might be applicable to the sale of any Collateral made under the judgment, order or decree of any court, or privately under the power of sale conferred by this Security Agreement, or otherwise. Except as otherwise specifically provided herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Security Agreement or any Collateral.

8.2. Limitation on Administrative Agent's and Lenders' Duty with Respect to the Collateral.

The Administrative Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale. The Administrative Agent and each Lender shall use reasonable care with respect to the Collateral in its possession or under its control. Neither the Administrative Agent nor any Lender shall have any other duty as to any Collateral in its possession or control or in the possession or control of any agent or nominee of the Administrative Agent or such Lender, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto. To the extent that applicable law imposes duties on the Administrative Agent to exercise remedies in a commercially reasonable manner, each Grantor acknowledges and agrees that it is commercially reasonable for the Administrative Agent (i) to fail to incur expenses deemed significant by the Administrative Agent to prepare Collateral for disposition or otherwise to transform raw material or work in process into finished goods or other finished products for disposition, (ii) to fail to obtain third party consents for access to Collateral to be disposed of, or to obtain or, if not required by other law, to fail to obtain governmental or third party consents for the collection or disposition of Collateral to be collected or disposed of, (iii) to fail to exercise collection remedies against Account Debtors or other Persons obligated on Collateral or to remove Liens on or any adverse claims against Collateral, (iv) to exercise collection remedies against Account Debtors and other Persons obligated on Collateral directly or through the use of collection agencies and other collection specialists, (v) to advertise dispositions of Collateral through publications or media of general circulation, whether or not the Collateral is of a specialized nature, (vi) to contact other Persons, whether or not in the same business as such Grantor, for expressions of interest in acquiring all or any portion of such Collateral, (vii) to hire one or more professional auctioneers to assist in the disposition of Collateral, whether or not the Collateral is of a specialized nature, (viii) to dispose of Collateral by utilizing internet sites that provide for the auction of assets of the types included in the Collateral or that have the reasonable capacity of doing so, or that match buyers and sellers of assets, (ix) to dispose of assets in wholesale rather than retail markets, (x) to disclaim disposition warranties, such as title, possession or quiet enjoyment, (xi) to purchase insurance or credit enhancements to insure the Administrative Agent against risks of loss, collection or disposition of Collateral or to provide to the Administrative Agent a guaranteed return from the collection or disposition of Collateral, or (xii) to the extent deemed appropriate by the Administrative Agent, to obtain the services of other brokers, investment bankers, consultants and other professionals to assist the Administrative Agent in the collection or disposition of any of the Collateral. Each Grantor acknowledges that the purpose of this Section 8.2 is to provide non-exhaustive indications of what actions or omissions by the Administrative Agent would be commercially reasonable in the Administrative Agent's exercise of remedies against the Collateral and that other actions or omissions by the Administrative Agent shall not be deemed commercially unreasonable solely on account of not being indicated in this Section 8.2. Without limitation upon the foregoing, nothing contained in this Section 8.2 shall be construed to grant any rights to any Grantor or to impose any duties on the Administrative Agent that would not have been granted or imposed by this Security Agreement or by applicable law in the absence of this Section 8.2.

8.3. Compromises and Collection of Collateral. The Grantors and the Administrative Agent recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, each Grantor agrees that the Administrative Agent may at any time and from time to time, if an Event of Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as the Administrative Agent in its sole discretion shall determine or abandon any

Receivable, and any such action by the Administrative Agent shall be commercially reasonable so long as the Administrative Agent acts in good faith based on information known to it at the time it takes any such action.

8.4. Secured Party Performance of Debtor Obligations. Without having any obligation to do so, the Administrative Agent may perform or pay any obligation which any Grantor has agreed to perform or pay in this Security Agreement and the Grantors shall reimburse the Administrative Agent for any amounts paid by the Administrative Agent pursuant to this Section 8.4. The Grantors' obligation to reimburse the Administrative Agent pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.5. Specific Performance of Certain Covenants. Each Grantor acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1(d), 4.1(e), 4.4, 4.5, 4.6, 4.7, 4.8, 4.9, 4.10, 4.12, 4.13, 4.14, 4.15, 4.16, 5.3, or 8.7 or in Article VII will cause irreparable injury to the Administrative Agent and the Lenders, that the Administrative Agent and Lenders have no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of the Administrative Agent or the Lenders to seek and obtain specific performance of other obligations of the Grantors contained in this Security Agreement, that the covenants of the Grantors contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against the Grantors.

8.6. Dispositions Not Authorized. No Grantor is authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1(d) and notwithstanding any course of dealing between any Grantor and the Administrative Agent or other conduct of the Administrative Agent, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1(d)) shall be binding upon the Administrative Agent or the Lenders unless such authorization is in writing signed by the Administrative Agent with the consent or at the direction of the Required Secured Parties.

8.7. No Waiver; Amendments; Cumulative Remedies. No delay or omission of the Administrative Agent or any Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by the Administrative Agent with the concurrence or at the direction of the Lenders required under Section 9.02 of the Credit Agreement and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to the Administrative Agent and the Lenders until the Secured Obligations have been paid in full.

8.8. Limitation by Law; Severability of Provisions. All rights, remedies and powers provided in this Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Security Agreement are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they shall not render this Security Agreement invalid, unenforceable or not entitled to be recorded or registered, in whole or in part. Any provision in any this Security Agreement that is held to be inoperative, unenforceable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, or invalid without affecting the remaining provisions in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end the provisions of this Security Agreement are declared to be severable.

8.9. Reinstatement. This Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent

conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

8.10. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of the Grantors, the Administrative Agent and the Lenders and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that no Grantor shall have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of the Administrative Agent. No sales of participations, assignments, transfers, or other dispositions of any agreement governing the Secured Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, hereunder.

8.11. Survival of Representations. All representations and warranties of the Grantors contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall continue in full force and effect as long as the principal of or any accrued interest in any Loan or any fee or any other amount payable under the Credit Agreement is outstanding and unpaid or any Letter of Credit is outstanding and so long as Commitments have not expired or have not terminated.

8.12. Taxes and Expenses. Any taxes (including income taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by the Grantors, together with interest and penalties, if any. The Grantors shall reimburse the Administrative Agent for any and all out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of the Administrative Agent) paid or incurred by the Administrative Agent in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and in the audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by the Grantors in the performance of actions required pursuant to the terms hereof shall be borne solely by the Grantors.

8.13. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.14. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been indefeasibly paid and performed in full (or with respect to any outstanding Letters of Credit, a cash deposit or Supporting Letter of Credit has been delivered to the Administrative Agent as required by the Credit Agreement) and no commitments of the Administrative Agent or the Lenders which would give rise to any Secured Obligations are outstanding.

8.15. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between the Grantors and the Administrative Agent relating to the Collateral and supersedes all prior agreements and understandings between the Grantors and the Administrative Agent relating to the Collateral.

8.16. CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF MICHIGAN, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8.17. CONSENT TO JURISDICTION. EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL SITTING IN MICHIGAN OR MICHIGAN STATE COURT IN ANY ACTION OR PROCEEDING ARISING OUT

OF OR RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND EACH GRANTOR HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY THE GRANTOR AGAINST THE ADMINISTRATIVE AGENT OR ANY LENDER OR ANY AFFILIATE OF THE AGENT OR ANY LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN MICHIGAN.

8.18. WAIVER OF JURY TRIAL. EACH GRANTOR, THE ADMINISTRATIVE AGENT AND EACH LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER.

8.19. Indemnity. Each Grantor hereby agrees to indemnify the Administrative Agent and the Lenders, and their respective successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all expenses of litigation or preparation therefor whether or not the Administrative Agent or any Lender is a party thereto) imposed on, incurred by or asserted against the Administrative Agent or the Lenders, or their respective successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by the Administrative Agent or the Lenders or any Grantor, and any claim for Patent, Trademark or Copyright infringement).

8.20. Counterparts. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Security Agreement by signing any such counterpart.

ARTICLE IX NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent by United States mail, telecopier, personal delivery or nationally established overnight courier service, and shall be deemed received (a) when received, if sent by hand or overnight courier service, or mailed by certified or registered mail notices or (b) when sent, if sent by telecopier (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next Business Day for the recipient), in each case addressed to the Grantors at the address set forth on Exhibit A as its principal place of business, and to the Administrative Agent and the Lenders at the addresses set forth in accordance with Section 9.01 of the Credit Agreement.

9.2. Change in Address for Notices. Each of the Grantors, the Administrative Agent and the Lenders may change the address for service of notice upon it by a notice in writing to the other parties.

**ARTICLE X
THE ADMINISTRATIVE AGENT**

JPMorgan Chase Bank, N.A. has been appointed Administrative Agent for the Lenders hereunder pursuant to Article VIII of the Credit Agreement. It is expressly understood and agreed by the parties to this Security Agreement that any authority conferred upon the Administrative Agent hereunder is subject to the terms of the delegation of authority made by the Lenders to the Administrative Agent pursuant to the Credit Agreement, and that the Administrative Agent has agreed to act (and any successor Administrative Agent shall act) as such hereunder only on the express conditions contained in such Article VIII. Any successor Administrative Agent appointed pursuant to Article VIII of the Credit Agreement shall be entitled to all the rights, interests and benefits of the Administrative Agent hereunder.

[Signature Page Follows]

DETROIT 7-4147 1025564x8

IN WITNESS WHEREOF, the Grantors and the Administrative Agent have executed this Security Agreement as of the date first above written.

GRANTORS:


TECUMSEH PRODUCTS COMPANY

By: 

Name: James S. Nicholson

Title: Vice President, Treasurer and CFO


TECUMSEH COMPRESSOR COMPANY

By: 

Name: James S. Nicholson

Title: Vice President and Treasurer

VON WEISE USA, INC.

By: 

Name: James S. Nicholson

Title: Vice President and Treasurer

M.P. PUMPS, INC.

By: 

Name: James S. Nicholson

Title: Vice President and Treasurer

DATA DIVESTCO, INC.

By: 

Name: James S. Nicholson

Title: Vice President and Treasurer

EVERGY, INC.

By: 

Name: James S. Nicholson

Title: Vice President and Treasurer

TECUMSEH TRADING COMPANY

By: 

Name: James S. Nicholson

Title: Vice President and Treasurer

TECUMSEH DO BRASIL USA, LLC

By: 

Name: James S. Nicholson

Title: President

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: _____

Name: _____

Title: _____

EVERGY, INC.

By: _____

Name: _____

Title: _____

TECUMSEH TRADING COMPANY

By: _____

Name: _____

Title: _____

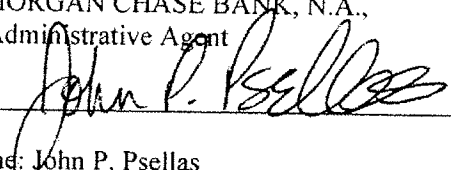
TECUMSEH DO BRASIL USA, LLC

By: _____

Name: _____

Title: _____

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:  _____

Name: John P. Psellas

Title: Vice President

EXHIBIT D

(See Section 3.10 and 3.11 of Security Agreement)

INTELLECTUAL PROPERTY RIGHTS

		PATENTS		
Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products Company	USA	APPARATUS FOR AND METHOD OF VENTING HYDROCARBON REFRIGERANT LEAKS	7,107,786	19-Sep-2006
Tecumseh Products Company	USA	APPARATUS FOR THE STORAGE AND CONTROLLED DELIVERY OF FLUIDS	6,959,557	1-Nov-2005
Tecumseh Products Company	Canada	APPARATUS FOR THE STORAGE AND CONTROLLED DELIVERY OF FLUIDS	2,479,171	04-Jan-2007
Tecumseh Products Company	Australia	BEARING LUBRICATION SYSTEM FOR A SCROLL COMPRESSOR	749375	10-Oct-2002
Tecumseh Products Company	Canada	BEARING LUBRICATION SYSTEM FOR A SCROLL COMPRESSOR	2,275,816	24-Sep-2002
Tecumseh Products Company	China	BEARING LUBRICATION SYSTEM FOR A SCROLL COMPRESSOR	99108538.8	05-Jan-2005
Tecumseh Products Company	France	BEARING LUBRICATION SYSTEM FOR A SCROLL COMPRESSOR	99 07927	14-Sep-2001
Tecumseh Products Company	Thailand	BEARING LUBRICATION SYSTEM FOR A SCROLL COMPRESSOR	12842	24-May-2002
Tecumseh Products Company	USA	BEARING LUBRICATION SYSTEM FOR A SCROLL COMPRESSOR	6,139,295	31-Oct-2000
Tecumseh Products Company	USA	BEARING SUPPORT AND STATOR ASSEMBLY FOR COMPRESSOR	7,063,518	20-Jun-2006
Tecumseh Products Company	USA	CENTRIFUGAL PUMP WITH ISOLATED AND DYNAMICALLY AIR COOLED SHAFT SEAL	5,624,245	29-Apr-1997
Tecumseh Products Company	USA	COMPACT ROTARY COMPRESSOR WITH CARBON DIOXIDE AS WORKING FLUID	7,217,110	15-May-2007
Tecumseh Products Company	USA	COMPACT TRIBOLOGY TESTER	6,817,223	16-Nov-2004
Tecumseh Products Company	USA	COMPRESSOR ASSEMBLIES WITH IMPROVED MOUNTING SUPPORT AND METHOD OF MOUNTING SUCH COMPRESSOR ASSEMBLIES	7,278,834	09-Oct-2007
Tecumseh Products Company	USA	COMPRESSOR ASSEMBLY	6,896,496	24-May-2005
Tecumseh Products Company	India	COMPRESSOR ASSEMBLY HAVING BAFFLE	200702	31-May-2006
Tecumseh Products Company	USA	COMPRESSOR ASSEMBLY HAVING BAFFLE	7,018,184	28-Mar-2006

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PATENTS				
Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products Company	USA	COMPRESSOR ASSEMBLY WITH PISTON HAVING MULTIPLE CROSS SECTIONS	7,273,355	25-Sep-2007
Tecumseh Products Company	USA	COMPRESSOR ASSEMBLY WITH RECIPROCATING PISTON AND VENTED CYLINDER	7,175,400	13-Feb-2007
Tecumseh Products Company	France	COMPRESSOR ASSEMBLY WITH RECIPROCATING PISTON AND VENTED CYLINDER	2863669	29-Sep-2006
Tecumseh Products Company	USA	COMPRESSOR DISCHARGE ASSEMBLY	7,063,523	20-Jun-2006
Tecumseh Products Company	Japan	COMPRESSOR DISCHARGE ASSEMBLY	3945582	20-Apr-2007
Tecumseh Products Company	USA	COMPRESSOR HAVING ALIGNMENT BUSHINGS AND ASSEMBLY METHOD	7,163,383	16-Jan-2007
Tecumseh Products Company	Japan	COMPRESSOR HAVING BEARING SUPPORT	3964371	01-Jun-2007
Tecumseh Products Company	USA	COMPRESSOR HAVING BEARING SUPPORT	6,887,050	03-May-2005
Tecumseh Products Company	USA	COMPRESSOR HAVING COUNTERWEIGHT SHIELD	7,094,043	22-Aug-2006
Tecumseh Products Company	USA	COMPRESSOR HAVING DISCHARGE VALVE	7,018,183	28-Mar-2006
Tecumseh Products Company	USA	COMPRESSOR MOUNTING BRACKET AND METHOD OF MAKING	7,186,095	06-Mar-2007
Tecumseh Products Company	Canada	COMPRESSOR OVERLOAD HOLDER AND METHOD OF MOUNTING SAME	2,208,943	06-Jun-2000
Tecumseh Products Company	USA	COMPRESSOR SHOCK ABSORBING MOUNT ASSEMBLY	5,342,179	30-Aug-1994
Tecumseh Products Company	USA	CONDUIT-READY TERMINAL COVER	6,870,098	22-Mar-2005
Tecumseh Products Company	USA	COUNTERWEIGHT FOR HERMETIC COMPRESSORS	6,195,888	06-Mar-2001
Tecumseh Products Company	USA	DIELECTRIC TERMINAL DESIGN	6,910,904	28-Jun-2005
Tecumseh Products Company	USA	DIELECTRIC TERMINAL DESIGN	7,025,614	11-Apr-2006
Tecumseh Products Company	USA	DISCHARGE MANIFOLD AND MOUNTING SYSTEM FOR, AND METHOD OF ASSEMBLING, A HERMETIC COMPRESSOR	6,280,155	28-Aug-2001
Tecumseh Products Company	India	DISCHARGE MUFFLER ARRANGEMENT	201817	21-Aug-2006
Tecumseh Products Company	USA	DISCHARGE MUFFLER ARRANGEMENT	6,176,688	23-Jan-2001
Tecumseh Products Company	USA	DISCHARGE VALVE FOR COMPRESSOR	7,066,722	27-Jun-2006
Tecumseh Products Company	USA	EXPANSION DEVICE ARRANGEMENT FOR VAPOR COMPRESSION SYSTEM	7,178,362	20-Feb-2007
Tecumseh Products Company	Greece	HEAT EXCHANGER HAVING NON-PERPENDICULARLY ALIGNED HEAT TRANSFER ELEMENTS	1004893	23-May-2005

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PATENTS				
Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products Company	USA	HEAT EXCHANGER HAVING NON-PERPENDICULARLY ALIGNED HEAT TRANSFER ELEMENTS	6,793,010	21-Sep-2004
Tecumseh Products Company	Italy	HERMETIC COMPRESSOR HAVING RESILIENT INTERNAL MOUNTING	386321	31-Mar-1993
Tecumseh Products Company	Japan	HERMETIC COMPRESSOR HAVING RESILIENT INTERNAL MOUNTING	2,092,217	18-Sep-1996
Tecumseh Products Company	USA	HERMETIC COMPRESSOR HAVING RESILIENT INTERNAL MOUNTING	5,007,807	16-Apr-1991
Tecumseh Products Company	USA	HERMETIC COMPRESSOR WITH ONE-QUARTER WAVELENGTH TUNER	7,029,242	18-Apr-2006
Tecumseh Products Company	Canada	HIGH-LOW PRESSURE HERMETIC COMPRESSOR	2,254,033	26-Jul-2005
Tecumseh Products Company	USA	HORIZONTAL COMPRESSOR END CAP	7,059,839	13-Jun-2006
Tecumseh Products Company	Canada	HORIZONTAL ROTARY COMPRESSOR OILING SYSTEM	2,091,391	26-Aug-1997
Tecumseh Products Company	USA	HORIZONTAL ROTARY COMPRESSOR OILING SYSTEM	5,222,885	29-Jun-1993
Tecumseh Products Company	USA	HORIZONTAL TWO STAGE ROTARY COMPRESSOR	6,929,455	16-Aug-2005
Tecumseh Products Company	USA	HORIZONTAL TWO STAGE ROTARY COMPRESSOR WITH IMPROVED LUBRICATION STRUCTURE	6,752,605	22-Jun-2004
Tecumseh Products Company	China	IMPROVED HERMETIC REFRIGERATION COMPRESSOR MOTOR PROTECTOR	01136792.X	27-Oct-2004
Tecumseh Products Company	USA	IMPROVED HERMETIC REFRIGERATION COMPRESSOR MOTOR PROTECTOR	6,501,629	31-Dec-2002
Tecumseh Products Company	USA	INDUCTIVELY ACTIVATED CONTROL AND PROTECTION CIRCUIT FOR REFRIGERATION SYSTEMS	5,537,834	23-Jul-1996
Tecumseh Products Company	USA	INTEGRAL SUCTION SYSTEM	5,224,840	06-Jul-1993
Tecumseh Products Company	USA	INTEGRALLY FORMED COUNTERWEIGHT FOR ROTOR END RING	5,336,060	09-Aug-1994
Tecumseh Products Company	USA	INTEGRATED HVACR CONTROL AND PROTECTION SYSTEM	7,089,088	08-Aug-2006
Tecumseh Products Company	USA	INTERMEDIATE PRESSURE REGULATING VALVE FOR A SCROLL MACHINE	6,086,342	11-Jul-2000
Tecumseh Products Company	USA	INTERNAL TERMINAL BLOCK FOR COMPRESSOR HERMETIC TERMINAL	4,966,559	30-Oct-1990

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PATENTS				
Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products Company	USA	LIQUID LEVEL CONTROL WITH CAPACITIVE SENSORS	5,145,323	08-Sep-1992
Tecumseh Products Company	Canada	LOW PROFILE CONDENSING UNIT	2,425,968	02-Jan-2007
Tecumseh Products Company	USA	LOW PROFILE CONDENSING UNIT	6,751,973	22-Jun-2004
Tecumseh Products Company	USA	LOW PROFILE CONDENSING UNIT	6,295,820	09-Aug-2005
Tecumseh Products Company	USA	LUBRICATING SYSTEM FOR COMPRESSOR	6,527,085	04-Mar-2003
Tecumseh Products Company	USA	LUBRICATION OF A HERMETIC CARBON DIOXIDE COMPRESSOR	7,044,717	17-May-2006
Tecumseh Products Company	Canada	LUBRICATION OF A HERMETIC CARBON DIOXIDE COMPRESSOR	2,431,715	13-Mar-2007
Tecumseh Products Company	USA	LUBRICATION SYSTEM FOR A SCROLL COMPRESSOR	5,013,225	07-May-1991
Tecumseh Products Company	USA	LUBRICATION SYSTEM FOR THE CRANK MECHANISM OF A SCROLL COMPRESSOR	4,997,349	05-Mar-1991
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR CONTROL OF CARBON DIOXIDE GAS COOLER PRESSURE BY USE OF A CAPILLARY TUBE	7,131,294	07-Nov-2006
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR CONTROLLING THE LOAD PLACED ON A COMPRESSOR	7,159,409	09-Jan-2007
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR DETERMINING SUPERCRITICAL PRESSURE IN A HEAT EXCHANGER	7,216,498	15-May-2007
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR MACHINING SCROLL WRAPS	5,103,558	14-Apr-1992
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR REDUCING INRUSH CURRENT IN A MULTI-STAGE COMPRESSOR	7,028,491	18-Apr-2006
Tecumseh Products Company	USA	METHOD OF DRAINING AND RECHARGING HERMETIC COMPRESSOR OIL	7,097,435	29-Aug-2006
Tecumseh Products Company	Canada	MICROPROCESSOR BASED MOTOR CONTROL SYSTEM WITH PHASE DIFFERENCE DETECTION	2,204,970	26-Jun-2001
Tecumseh Products Company	China	MICROPROCESSOR BASED MOTOR CONTROL SYSTEM WITH PHASE DIFFERENCE DETECTION	97113611.4	29-Mar-2001
Tecumseh Products Company	France	MICROPROCESSOR BASED MOTOR CONTROL SYSTEM WITH PHASE DIFFERENCE DETECTION	97 07109	14-Sep-2001
Tecumseh Products Company	Canada	MODULAR REFRIGERATION SYSTEM FOR REFRIGERATION APPLIANCE	2,431,739	20-Nov-2007
Tecumseh Products Company	Japan	MODULAR REFRIGERATION SYSTEM FOR REFRIGERATION APPLIANCE	4033805	02-Nov-2007

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Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products Company	USA	MODULAR REFRIGERATION SYSTEM FOR REFRIGERATION APPLIANCE	6,701,739	09-Mar-2004
Tecumseh Products Company	USA	MOTOR COVER RETENTION	6,454,549	24-Sep-2002
Tecumseh Products Company	Canada	MOTOR REVERSAL SWITCHING SYSTEM	2329162	19-Apr-2005
Tecumseh Products Company	USA	MOTOR REVERSAL SWITCHING SYSTEM	6,341,497	29-Jan-2002
Tecumseh Products Company	Australia	MULTIPLE WINDING SENSING CONTROL AND PROTECTION CIRCUIT FOR ELECTRIC MOTORS	734777	04-Oct-2001
Tecumseh Products Company	Canada	MULTIPLE WINDING SENSING CONTROL AND PROTECTION CIRCUIT FOR ELECTRIC MOTORS	2,236,228	11-Dec-2001
Tecumseh Products Company	USA	MULTI-LAYER COMPRESSOR HOUSING AND METHOD OF MANUFACTURE	7,179,061	20-Feb-2007
Tecumseh Products Company	USA	MULTI-STAGE VAPOR COMPRESSION SYSTEM WITH INTERMEDIATE PRESSURE VESSEL	6,923,011	02-Aug-2005
Tecumseh Products Company	Australia	OLDHAM COUPLING FOR A SCROLL COMPRESSOR	749370	10-Oct-2002
Tecumseh Products Company	Canada	OLDHAM COUPLING FOR A SCROLL COMPRESSOR	2275788	03-Sep-2002
Tecumseh Products Company	China	OLDHAM COUPLING FOR A SCROLL COMPRESSOR	99109792	10-Nov-2004
Tecumseh Products Company	France	OLDHAM COUPLING FOR A SCROLL COMPRESSOR	2780109	05-Jul-2002
Tecumseh Products Company	Korea	OLDHAM COUPLING FOR A SCROLL COMPRESSOR	2000006362	25-Jan-2000
Tecumseh Products Company	Thailand	OLDHAM COUPLING FOR A SCROLL COMPRESSOR	13438	04-Sep-2002
Tecumseh Products Company	USA	OVER-CURRENT PROTECTION CIRCUIT FOR HERMETIC TERMINAL APPLICATIONS	6,760,207	06-Jul-2004
Tecumseh Products Company	USA	OVERLOAD PROTECTOR WITH CONTROL ELEMENT	6,542,062	01-Apr-2003
Tecumseh Products Company	Brazil	PICK-UP TUBE GUARD	PI9902280-0	05-Aug-2003
Tecumseh Products Company	USA	PROTECTIVE CONNECTOR ASSEMBLY AND METHOD OF INSTALLING SAME	6,553,663	29-Apr-2003
Tecumseh Products Company	USA	PROTECTIVE COVERING FOR THE TERMINAL ASSEMBLY OF A HERMETIC COMPRESSOR ASSEMBLY	6,273,754	14-Aug-2001
Tecumseh Products Company	USA	RECIPROCATING PISTON COMPRESSOR HAVING IMPROVED NOISE ATTENUATION	7,210,912	01-May-2007
Tecumseh Products Company	Canada	REFRIGERATING UNIT HAVING HEAT EXCHANGER MOUNTING SHROUD	2,440,995	08-Jan-2008
Tecumseh Products Company	USA	REFRIGERATING UNIT HAVING HEAT EXCHANGER-MOUNTING SHROUD	7,055,582	06-Jun-2006
Tecumseh Products Company	Brazil	REFRIGERATION COMPRESSOR THRUST BEARING ASSEMBLY	PI9602415-1	17-Oct-2000

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Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products Company	India	REFRIGERATION COMPRESSOR THRUST BEARING ASSEMBLY	193906	05-Dec-2005
Tecumseh Products Company	USA	REFRIGERATION COMPRESSOR THRUST BEARING ASSEMBLY	5,701,668	30-Dec-1997
Tecumseh Products Company	USA	REVERSE ROTATION BRAKE FOR SCROLL COMPRESSOR	6,544,017	08-Apr-2003
Tecumseh Products Company	France	REVERSE ROTATION BRAKE FOR SCROLL COMPRESSOR	2,831,223	02-Mar-2006
Tecumseh Products Company	Canada	REVERSE ROTATION BRAKE FOR SCROLL COMPRESSOR	2,409,250	18-Jul-2006
Tecumseh Products Company	USA	ROTARY COMPRESSOR HAVING TWO-PIECE SEPARATOR PLATE	6,799,956	05-Oct-2004
Tecumseh Products Company	Canada	ROTARY COMPRESSOR WITH CONTINUOUS VANE SLOT AND A METHOD TO SET SLOT WIDTH	2,273,739	31-Dec-2002
Tecumseh Products Company	Canada	ROTARY COMPRESSOR WITH ROTATION PREVENTING PIN	2,124,132	09-Jun-1998
Tecumseh Products Company	USA	ROTATING MACHINE HAVING LUBRICANT-CONTAINING RECESSES ON A BEARING SURFACE	6,537,045	25-Mar-2003
Tecumseh Products Company	USA	SCROLL COMPRESSOR CHECK VALVE ASSEMBLY	6,457,952	01-Oct-2002
Tecumseh Products Company	Canada	SCROLL COMPRESSOR HAVING AXIAL COMPLIANCE VALVE	2,292,330	18-Mar-2003
Tecumseh Products Company	Japan	SCROLL COMPRESSOR INCLUDING COMPLIANCE MECHANISM FOR THE ORBITING SCROLL MEMBER	2,565,616	03-Oct-1996
Tecumseh Products Company	Canada	SCROLL COMPRESSOR LUBRICATION CONTROL	2,099,150	07-Jan-1997
Tecumseh Products Company	France	SCROLL COMPRESSOR LUBRICATION CONTROL	584466	26-Mar-1997
Tecumseh Products Company	USA	SCROLL COMPRESSOR STABILIZER RING	5,383,772	24-Jan-1995
Tecumseh Products Company	USA	SEAL MEMBER FOR SCROLL COMPRESSORS	7,314,357	01-Jan-2008
Tecumseh Products Company	USA	SELF-BALANCED COMPRESSOR CRANKSHAFT	6,695,601	24-Feb-2004
Tecumseh Products Company	Australia	SINGLE PIECE GASKET VALVE PLATE ASSEMBLY	5,022,833	11-Jun-1991
Tecumseh Products Company	Australia	STEPPED ANNULAR INTER-MEDIATE PRESSURE CHAMBER FOR AXIAL COMPLIANCE IN A SCROLL COMPRESSOR	749353	10-Oct-2002
Tecumseh Products Company	Canada	STEPPED ANNULAR INTER-MEDIATE PRESSURE CHAMBER FOR AXIAL COMPLIANCE IN A SCROLL COMPRESSOR	2275813	03-Sep-2002

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PATENTS				
Name of Grantor	Country	Patent Description	Patent Number	Issue Date
Tecumseh Products Company	France	STEPPED ANNULAR INTER-MEDIATE PRESSURE CHAMBER FOR AXIAL COMPLIANCE IN A SCROLL COMPRESSOR	99 07928	05-Jul-2002
Tecumseh Products Company	Thailand	STEPPED ANNULAR INTER-MEDIATE PRESSURE CHAMBER FOR AXIAL COMPLIANCE IN A SCROLL COMPRESSOR	13437	04-Sep-2002
Tecumseh Products Company	USA	SUCTION ACCUMULATOR	6,220,050	24-Apr-2001
Tecumseh Products Company	Brazil	SUCTION ACCUMULATOR	PI 9906155-4	11-Oct-2005
Tecumseh Products Company	Canada	SUCTION ACCUMULATOR	2,290,200	25-Apr-2006
Tecumseh Products Company	France	SUCTION ACCUMULATOR	2787146	06-Oct-2006
Tecumseh Products Company	USA	SUCTION ACCUMULATOR ASSEMBLY	5,850,743	22-Dec-1998
Tecumseh Products Company	USA	SUCTION ACCUMULATOR ASSEMBLY	6,092,284	25-Jul-2000
Tecumseh Products Company	Canada	SUCTION INLET FOR ROTARY COMPRESSOR	2,200,290	29-May-2001
Tecumseh Products Company	Canada	SUSPENSION SPRING SUPPORT FOR HERMETIC COMPRESSORS	2,265,081	31-Dec-2002
Tecumseh Products Company	USA	TERMINAL BLOCK ASSEMBLY FOR A HERMETIC COMPRESSOR	7,108,489	19-Sep-2006
Tecumseh Products Company	USA	THERMOELECTRIC HEAT LIFTING APPLICATION	6,941,761	13-Sep-2005
Tecumseh Products Company	USA	TRANSCRITICAL VAPOR COMPRESSION SYSTEM AND METHOD OF OPERATING INCLUDING REFRIGERANT STORAGE TANK AND NON-VARIABLE EXPANSION DEVICE	7,096,679	29-Aug-2006
Tecumseh Products Company	USA	TWO STAGE HERMETIC CARBON DIOXIDE COMPRESSOR	6,631,617	14-Oct-2003
Tecumseh Products Company	USA	VALVE INDEXING FOR A COMPRESSOR	5,035,050	30-Jul-1991
Tecumseh Products Company	Japan	VANE FOR A ROTARY COMPRESSOR	2,909,453	02-Apr-1999
Tecumseh Products Company	USA	VANE FOR A ROTARY COMPRESSOR	6,053,716	25-Apr-2000
Tecumseh Products Company	USA	VAPOR COMPRESSION SYSTEM WITH EVAPORATOR DEFROST SYSTEM	6,880,353	19-Apr-2005
Tecumseh Products Company	USA	WATER HEATING SYSTEM	7,024,877	11-Apr-2006

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PATENT APPLICATIONS				
Name of Grantor	Country	Patent Application	Application Serial Number	Application Filing Date
Tecumseh Products Company	Canada	APPARATUS FOR AND METHOD OF VENTING HYDROCARBON REFRIGERANT LEAKS	2,525,362	3-Nov-2005
Tecumseh Products Company	Canada	BEARING SUPPORT AND STATOR ASSEMBLY FOR COMPRESSOR	2,473,211	08-Jul-2004
Tecumseh Products Company	India	BEARING SUPPORT AND STATOR ASSEMBLY FOR COMPRESSOR	628/CHE/2004	01-Jul-2004
Tecumseh Products Company	USA	CAPACITY CONTROL OF A COMPRESSOR	11/759,295	07-Jun-2007
Tecumseh Products Company	Canada	CAPACITY CONTROL OF A COMPRESSOR	10/986,704	12-Jun-2007
Tecumseh Products Company	USA	COMPACT REFRIGERATION SYSTEM AND POWER SUPPLY INCLUDING DYNAMIC INSULATION	2,525,372	12-Nov-2004
Tecumseh Products Company	Canada	COMPACT REFRIGERATION SYSTEM AND POWER SUPPLY INCLUDING DYNAMIC INSULATION	2,524,813	04-Nov-2005
Tecumseh Products Company	Canada	COMPACT REFRIGERATION SYSTEM FOR PROVIDING MULTIPLE LEVELS OF COOLING	11/263,109	31-Oct-2005
Tecumseh Products Company	USA	COMPACT REFRIGERATION SYSTEM FOR PROVIDING MULTIPLE LEVELS OF COOLING	2,488,985	31-Oct-2005
Tecumseh Products Company	Canada	COMPACT REFRIGERATION SYSTEMS AND HEAT EXCHANGERS	2,524,820	29-Nov-2004
Tecumseh Products Company	USA	COMPACT REFRIGERATION SYSTEMS AND HEAT EXCHANGERS	10/988,399	31-Oct-2005
Tecumseh Products Company	USA	COMPACT REFRIGERATION SYSTEMS AND HEAT EXCHANGERS	11/262,187	12-Nov-2004
Tecumseh Products Company	Canada	COMPACT REFRIGERATION SYSTEMS AND HEAT EXCHANGERS	2,496,951	28-Oct-2005
Tecumseh Products Company	USA	COMPACT ROTARY COMPRESSOR WITH CARBON DIOXIDE AS WORKING FLUID	11/550,970	08-Feb-2005
Tecumseh Products Company	Canada	COMPRESSOR	2,565,352	19-Oct-2006
Tecumseh Products Company	Canada	COMPRESSOR	2,561,440	23-Oct-2006
Tecumseh Products Company	USA	COMPRESSOR	11/247,340	28-Sep-2006
Tecumseh Products Company	Canada	MINIMAL HOUSING PORTS	2,523,719	11-Oct-2005
Tecumseh Products Company	Canada	COMPRESSOR AND HERMETIC HOUSING WITH MINIMAL HOUSING PORTS		17-Oct-2005

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Name of Grantor	Country	Patent Application	Application Serial Number	Application Filing Date
Tecumseh Products Company	Canada	COMPRESSOR ASSEMBLIES WITH IMPROVED MOUNTING SUPPORT AND METHOD OF MOUNTING SUCH COMPRESSOR ASSEMBLIES	2,492,406	13-Jan-2005
Tecumseh Products Company	Canada	COMPRESSOR ASSEMBLY	2,441,830	19-Sep-2003
Tecumseh Products Company	Canada	COMPRESSOR ASSEMBLY HAVING BAFFLE	2,441,909	19-Sep-2003
Tecumseh Products Company	Canada	COMPRESSOR ASSEMBLY WITH PISTON HAVING MULTIPLE CROSS SECTIONS	2,488,975	02-Dec-2004
Tecumseh Products Company	France	COMPRESSOR ASSEMBLY WITH PISTON HAVING MULTIPLE CROSS SECTIONS	452988	15-Dec-2004
Tecumseh Products Company	USA	COMPRESSOR ASSEMBLY WITH PRESSURE RELIEF VALVE FITTINGS	10/924,440	24-Aug-2004
Tecumseh Products Company	Canada	COMPRESSOR ASSEMBLY WITH PRESSURE RELIEF VALVE FITTINGS	2,516,747	19-Aug-2005
Tecumseh Products Company	Canada	COMPRESSOR ASSEMBLY WITH RECIPROCATING PISTON AND VENTED CYLINDER	2,488,982	02-Dec-2004
Tecumseh Products Company	Canada	COMPRESSOR CRANKSHAFT WITH BEARING SLEEVE AND ASSEMBLY METHOD	2,468,632	27-May-2004
Tecumseh Products Company	India	COMPRESSOR CRANKSHAFT WITH BEARING SLEEVE AND ASSEMBLY METHOD	485/CHE/2004	27-May-2004
Tecumseh Products Company	Canada	COMPRESSOR DISCHARGE ASSEMBLY	2,441,835	19-Sep-2003
Tecumseh Products Company	France	COMPRESSOR DISCHARGE ASSEMBLY	0311124	23-Sep-2003
Tecumseh Products Company	Canada	COMPRESSOR HAVING ALIGNMENT BUSHINGS AND ASSEMBLY METHOD	2,441,908	19-Sep-2003
Tecumseh Products Company	France	COMPRESSOR HAVING ALIGNMENT BUSHINGS AND ASSEMBLY METHOD	0311125	23-Sep-2003
Tecumseh Products Company	Japan	COMPRESSOR HAVING ALIGNMENT BUSHINGS AND ASSEMBLY METHOD	2003-327232	19-Sep-2003
Tecumseh Products Company	Canada	COMPRESSOR HAVING BEARING SUPPORT	2,441,831	19-Sep-2003
Tecumseh Products Company	France	COMPRESSOR HAVING BEARING SUPPORT	0311127	23-Sep-2003
Tecumseh Products Company	Canada	COMPRESSOR HAVING COUNTERWEIGHT SHIELD	2,441,911	19-Sep-2003
Tecumseh Products Company	France	COMPRESSOR HAVING DISCHARGE VALVE	2,441,827	19-Sep-2003
Tecumseh Products Company	Canada	COMPRESSOR HAVING DISCHARGE VALVE OF MAKING	0311129	23-Sep-2003
Tecumseh Products Company	Canada	COMPRESSOR MOUNTING BRACKET AND METHOD OF MAKING	2,441,833	19-Sep-2003
Tecumseh Products Company	France	COMPRESSOR MOUNTING BRACKET AND METHOD OF MAKING	0311126	23-Sep-2003

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PATENT APPLICATIONS				
Name of Grantor	Country	Patent Application	Application Serial Number	Application Filing Date
Tecumseh Products Company	Japan	COMPRESSOR MOUNTING BRACKET AND METHOD OF MAKING	2003-327200	19-Sep-2003
Tecumseh Products Company	USA	COMPRESSOR MOUNTING BRACKET AND METHOD OF MAKING	11/625,542	22-Jan-2007
Tecumseh Products Company	USA	COMPRESSOR WITH RADIAL COMPLIANCE MECHANISM	11/278,213	31-Mar-2006
Tecumseh Products Company	Canada	COMPRESSOR WITH RADIAL COMPLIANCE MECHANISM	2,542,097	06-Apr-2006
Tecumseh Products Company	Canada	CONDUIT-READY TERMINAL COVER	2,440,951	15-Sep-2003
Tecumseh Products Company	India	COUNTERWEIGHT FOR HERMETIC COMPRESSORS	279/MAS/99	09-Mar-1999
Tecumseh Products Company	Brazil	DISCHARGE MUFFLER ARRANGEMENT	PI0004785-6	11-Oct-2000
Tecumseh Products Company	USA	DISCHARGE MUFFLER SYSTEM FOR A ROTARY COMPRESSOR	11/046,969	31-Jan-2005
Tecumseh Products Company	Canada	DISCHARGE MUFFLER SYSTEM FOR A ROTARY COMPRESSOR	2,534,117	27-Jan-2006
Tecumseh Products Company	USA	DISCHARGE PORT FOR A SCROLL COMPRESSOR	11/141,187	31-May-2005
Tecumseh Products Company	USA	DISCHARGE VALVE FOR COMPRESSOR	11/336,689	20-Jan-2006
Tecumseh Products Company	Canada	DISCHARGE VALVE WITH DAMPENING	2,495,325	31-Jan-2005
Tecumseh Products Company	USA	DISCHARGE VALVE WITH DAMPENING	10/839,599	5-May-2004
Tecumseh Products Company	Canada	DRIVE SHAFT FOR COMPRESSOR	2,525,814	7-Nov-2005
Tecumseh Products Company	USA	DRIVE SHAFT FOR COMPRESSOR	11/143,084	2-Jun-2005
Tecumseh Products Company	USA	EXPANSION DEVICE ARRANGEMENT FOR VAPOR COMPRESSION SYSTEM	11/258,584	25-Oct-2005
Tecumseh Products Company	Canada	EXPANSION DEVICE ARRANGEMENT FOR VAPOR COMPRESSION SYSTEM	2,531,392	22-Dec-2005
Tecumseh Products Company	Canada	HEAT EXCHANGER HAVING IMPROVED HEADER	2,425,586	15-Apr-2003
Tecumseh Products Company	Canada	HEAT EXCHANGER HAVING NON-PERPENDICULARLY ALIGNED HEAT TRANSFER ELEMENTS	2,469,733	03-Jun-2004
Tecumseh Products Company	USA	HEAT EXCHANGER WITH ENHANCED AIR DISTRIBUTION	11/262,187	28-Oct-2005
Tecumseh Products Company	Canada	HERMETIC COMPRESSOR WITH ONE-QUARTER WAVELENGTH TUNER	2,486,527	01-Nov-2004
Tecumseh Products Company	Brazil	HERMETIC TERMINAL WITH CONDUCTOR PIN IDENTIFIER	PI9902050-5	29-Apr-1999
Tecumseh Products Company	USA	HORIZONTAL COMPRESSOR END CAP	11/360,748	23-Feb-2006
Tecumseh Products Company	Canada	HORIZONTAL TWO STAGE ROTARY COMPRESSOR	2,440,968	15-Sep-2003

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Name of Grantor		PATENT APPLICATIONS			
Name of Grantor	Country	Patent Application	Application Serial Number	Application Filing Date	
Tecumseh Products Company	Canada	HORIZONTAL TWO STAGE ROTARY COMPRESSOR WITH IMPROVED LUBRICATION STRUCTURE	2,441,052	15-Sep-2003	
Tecumseh Products Company	India	HORIZONTAL TWO STAGE ROTARY COMPRESSOR WITH IMPROVED LUBRICATION STRUCTURE	820/CHE/2003	13-Oct-2003	
Tecumseh Products Company	USA	HYDROCARBON REFRIGERATION SYSTEM WITH CONVECTION CHANNEL	10/988,118	12-Nov-2004	
Tecumseh Products Company	Canada	HYDROCARBON REFRIGERATION SYSTEM WITH CONVECTION CHANNEL	2,525,219	2-Nov-2005	
Tecumseh Products Company	India	HYDROCARBON REFRIGERATION SYSTEM WITH CONVECTION CHANNEL	1652/CHE/2005	11-Nov-2005	
Tecumseh Products Company	USA	ICE MAKER CIRCUIT	11/532,922	19-Sep-2006	
Tecumseh Products Company	Canada	ICE MAKER CIRCUIT	2,561,514	28-Sep-2006	
Tecumseh Products Company	Brazil	IMPROVED HERMETIC REFRIGERATION COMPRESSOR MOTOR PROTECTOR	PI0104823-6	25-Oct-2001	
Tecumseh Products Company	EP	IMPROVED HERMETIC REFRIGERATION COMPRESSOR MOTOR PROTECTOR	01124645.1	16-Oct-2001	
Tecumseh Products Company	India	IMPROVED HERMETIC REFRIGERATION COMPRESSOR MOTOR PROTECTOR	862/MAS/2001	09-Oct-2001	
Tecumseh Products Company	EP	IMPROVED HERMETIC REFRIGERATION LUBRICATION OF A HERMETIC CARBON DIOXIDE COMPRESSOR	03012996.9	10-Jun-2003	
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR CONTROL OF A VARIABLE SPEED COMPRESSOR	11/016,431	17-Dec-2004	
Tecumseh Products Company	Canada	METHOD AND APPARATUS FOR CONTROL OF A VARIABLE SPEED COMPRESSOR	2,530,259	14-Dec-2005	
Tecumseh Products Company	Canada	METHOD AND APPARATUS FOR CONTROL OF CARBON DIOXIDE GAS COOLER PRESSURE BY USE OF A CAPILLARY TUBE	2,492,272	12-Jan-2005	
Tecumseh Products Company	EP	METHOD AND APPARATUS FOR CONTROL OF CARBON DIOXIDE GAS COOLER PRESSURE BY USE OF A CAPILLARY TUBE	05 000 193.2	07-Jan-2005	
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR CONTROL OF CARBON DIOXIDE GAS COOLER PRESSURE BY USE OF A CAPILLARY TUBE	11/469,139	31-Aug-2006	
Tecumseh Products Company	Canada	METHOD AND APPARATUS FOR CONTROL OF CARBON DIOXIDE GAS COOLER PRESSURE BY USE OF A TWO-STAGE COMPRESSOR	2,523,821	20-Oct-2005	

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PATENT APPLICATIONS				
Name of Grantor	Country	Patent Application	Application Serial Number	Application Filing Date
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR CONTROL OF CARBON DIOXIDE GAS COOLER PRESSURE BY USE OF A TWO-STAGE COMPRESSOR	11/145,661	6-Jun-2005
Tecumseh Products Company	Canada	METHOD AND APPARATUS FOR CONTROLLING THE LOAD PLACED ON A COMPRESSOR	2,492,190	10-Jan-2005
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR CONTROLLING THE LOAD PLACED ON A COMPRESSOR	11/469,139	31-Aug-2006
Tecumseh Products Company	Canada	METHOD AND APPARATUS FOR DETERMINING SUPERCRITICAL PRESSURE IN A HEAT EXCHANGER	2,481,885	20-Sep-2004
Tecumseh Products Company	USA	METHOD AND APPARATUS FOR IMPROVING EVAPORATOR PERFORMANCE	11/735,765	16-Apr-2007
Tecumseh Products Company	Canada	METHOD AND APPARATUS FOR IMPROVING EVAPORATOR PERFORMANCE	2,585,093	17-Apr-2007
Tecumseh Products Company	Canada	METHOD AND APPARATUS FOR REDUCING INRUSH CURRENT IN A MULTI-STAGE COMPRESSOR	2,493,895	24-Jan-2005
Tecumseh Products Company	Canada	METHOD OF DRAINING AND RECHARGING HERMETIC COMPRESSOR OIL	2,431,298	05-Jun-2003
Tecumseh Products Company	Canada	MODULAR HEATING OR COOLING SYSTEM	2,455,297	16-Jan-2004
Tecumseh Products Company	France	MODULAR HEATING OR COOLING SYSTEM	0400395	16-Jan-2004
Tecumseh Products Company	Mexico	MODULAR HEATING OR COOLING SYSTEM	2004/000539	16-Jan-2004
Tecumseh Products Company	USA	MODULAR HEATING OR COOLING SYSTEM	10/750,693	2-Jan-2004
Tecumseh Products Company	EP	MODULAR REFRIGERATION SYSTEM FOR REFRIGERATION APPLIANCE	03013182.5	12-Jun-2003
Tecumseh Products Company	USA	MOTOR-COMPRESSOR UNIT MOUNTING ARRANGEMENT FOR COMPRESSORS	11/742,779	01-May-2007
Tecumseh Products Company	Canada	MULTI-LAYER COMPRESSOR HOUSING AND METHOD OF MANUFACTURE	2,469,700	03-Jun-2004
Tecumseh Products Company	Canada	MULTI-STAGE VAPOR COMPRESSION SYSTEM WITH INTERMEDIATE PRESSURE VESSEL	2 479,137	26-Aug-2004
Tecumseh Products Company	Canada	OVER-CURRENT PROTECTION CIRCUIT FOR HERMETIC TERMINAL APPLICATIONS	2,431,111	11-Dec-2001
Tecumseh Products Company	EP	OVER-CURRENT PROTECTION CIRCUIT FOR HERMETIC TERMINAL APPLICATIONS	1991000.9	22-May-2003
Tecumseh Products Company	India	OVER-CURRENT PROTECTION CIRCUIT FOR HERMETIC TERMINAL APPLICATIONS	917/CHENP2003	11-Jun-2003

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PATENT APPLICATIONS			
Name of Grantor	Country	Patent Application	Application Serial Number
Tecumseh Products Company	USA	OVER-CURRENT PROTECTION CIRCUIT FOR HERMETIC TERMINAL APPLICATIONS	10/794,117
Tecumseh Products Company	USA	PASSIVE SECONDARY AIR MUFFLER	11/844,411
Tecumseh Products Company	USA	RECIPROCATING PISTON COMPRESSOR HAVING IMPROVED NOISE ATTENUATION	11/554,219
Tecumseh Products Company	USA	RECIPROCATING PISTON COMPRESSOR HAVING IMPROVED NOISE ATTENUATION	11/678,859
Tecumseh Products Company	Canada	REFRIGERANT CONTAINMENT VESSEL WITH THERMAL INERTIA AND METHOD OF USE	2,523,822
Tecumseh Products Company	USA	REFRIGERANT CONTAINMENT VESSEL WITH THERMAL INERTIA AND METHOD OF USE	11/197,687
Tecumseh Products Company	USA	REFRIGERATING UNIT HAVING HEAT EXCHANGER-MOUNTING SHROUD	11/165,414
Tecumseh Products Company	USA	ROCKER COMPRESSOR MECHANISM	11/152,215
Tecumseh Products Company	Canada	ROCKER COMPRESSOR MECHANISM	2,511,140
Tecumseh Products Company	Canada	ROTARY COMPRESSOR HAVING TWO-PIECE SEPARATOR PLATE	2,464,216
Tecumseh Products Company	India	ROTARY COMPRESSOR HAVING TWO-PIECE SEPARATOR PLATE	703/DEL/2004
Tecumseh Products Company	USA	ROTARY COMPRESSOR WITH PERMANENT MAGNET MOTOR	11/380,057
Tecumseh Products Company	Canada	ROTARY COMPRESSOR WITH PERMANENT MAGNET MOTOR	2,545,360
Tecumseh Products Company	USA	ROTATING DISCHARGE VALVE	11/328,868
Tecumseh Products Company	Canada	ROTATING DISCHARGE VALVE	2,532,045
Tecumseh Products Company	Canada	SCROLL COMPRESSOR	2,594,440
Tecumseh Products Company	USA	SCROLL COMPRESSOR WITH REFRIGERANT INJECTION SYSTEM	11/780,660
Tecumseh Products Company	USA	SCROLL COMPRESSOR WITH REFRIGERANT INJECTION SYSTEM	11/671,073
Tecumseh Products Company	Canada	SEAL MEMBER FOR SCROLL COMPRESSORS	2,545,394
Tecumseh Products Company	USA	SELF PRIMING CENTRIFUGAL PUMP	60/957,308
Tecumseh Products Company	EP	SINGLE PHASE COMPRESSOR THERMOSTAT WITH START RELAY AND MOTOR PROTECTION	99100490.4
Tecumseh Products Company	USA	SUCTION BAFFLE FOR SCROLL COMPRESSORS	11/679,337
Tecumseh Products Company	Canada	SUCTION BAFFLE FOR SCROLL COMPRESSORS	2,544,112
			27-Feb-2007
			19-Apr-2006

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Name of Grantor		PATENT APPLICATIONS		
Name of Grantor	Country	Patent Application	Application Serial Number	Application Filing Date
Tecumseh Products Company	Canada	TERMINAL BLOCK ASSEMBLY FOR A HERMETIC COMPRESSOR	2,464,230	13-Apr-2004
Tecumseh Products Company	India	TERMINAL BLOCK ASSEMBLY FOR A HERMETIC COMPRESSOR	704/DEL/2004	13-Apr-2004
Tecumseh Products Company	USA	TERMINAL BLOCK ASSEMBLY FOR A HERMETIC COMPRESSOR	10/675,313	30-Sep-2003
Tecumseh Products Company	Canada	TRANS CRITICAL VAPOR COMPRESSION SYSTEM AND METHOD OF OPERATING INCLUDING REFRIGERANT STORAGE TANK AND NON-VARIABLE EXPANSION DEVICE	2,490,660	22-Dec-2004
Tecumseh Products Company	France	TRANS CRITICAL VAPOR COMPRESSION SYSTEM AND METHOD OF OPERATING INCLUDING REFRIGERANT STORAGE TANK AND NON-VARIABLE EXPANSION DEVICE	0453146	22-Dec-2004
Tecumseh Products Company	Canada	TWO STAGE HERMETIC CARBON DIOXIDE COMPRESSOR	2,433,570	26-Jun-2003
Tecumseh Products Company	France	TWO STAGE HERMETIC CARBON DIOXIDE COMPRESSOR	0307780	27-Jun-2003
Tecumseh Products Company	USA	TWO-STAGE ROTARY COMPRESSOR	11/830,169	30-Jul-2007
Tecumseh Products Company	USA	VAPOR COMPRESSION SYSTEM INCLUDING A SWIVELING COMPRESSOR	11/250,806	13-Oct-2005
Tecumseh Products Company	Canada	VAPOR COMPRESSION SYSTEM INCLUDING A SWIVELING COMPRESSOR	2,523,721	17-Oct-2005
Tecumseh Products Company	Canada	VAPOR COMPRESSION SYSTEM WITH DEFROST SYSTEM	2,525,360	3-Nov-2005
Tecumseh Products Company	USA	VAPOR COMPRESSION SYSTEM WITH DEFROST SYSTEM	10/984,284	9-Nov-2004
Tecumseh Products Company	USA	VARIABLE COOLING LOAD REFRIGERATION CYCLE	11/099,265	5-Apr-2005
Tecumseh Products Company	Canada	WATER HEATING SYSTEM	2,488,987	29-Nov-2004

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Name of Grantor		TRADEMARKS		
Country	Trademark	Registration Number	Registration Date	
USA	AE APPLIED ELECTRONICS and Design	2,638,709	22-Oct-2002	
France	AE-MAX	00 3 027 461	12-May-2000	
Italy	AE-MAX	909679	26-Sep-2003	
Germany	CFI	30331894	20-Aug-2003	
USA	CFI	2,949,818	10-May-2005	
Canada	COOL PRODUCTS	TMA612,421	09-Jun-2004	
USA	COOL PRODUCTS	2,737,228	15-Jul-2003	
USA	DURAPOWER	3,006,364	11-Oct-2005	
Canada	DURAPOWER	TMA673,344	06-Sep-2006	
USA	EPACCOOL 2 and Design	3,276,529	07-Aug-2007	
Brazil	EPACCOOL 2 and Design - in color	1354410	23-Mar-2007	
European Community	EPACCOOL 2 and Design - in color	004484259	21-June-2006	
USA	EPACCOOL 2 and Design - in color	3,262,274	10-Jul-2007	
USA	EVERGY	3,006,362	11-Oct-2005	
Canada	EVERGY	TMA674,359	05-Oct-2006	
Canada	E EVERGY and Design	TMA674,356	05-Oct-2006	
USA	E EVERGY and Design	3,006,363	11 Oct-2005	
USA	FLOMAX	915,436	22-Jun-1971	
Argentina	Indian Head Design	1406062	30-Sep-1992	
Argentina	Indian Head Design	1896254	30-Sep-1992	
Argentina	Indian Head Design	1896253	30-Sep-1992	
Argentina	Indian Head Design	1588669	17-Jan-1996	
Argentina	Indian Head Design	1585482	19-Dec-1995	
Brazil	Indian Head Design	1537711	31-Aug-1994	
Brazil	Indian Head Design	007165714	10-Apr-1990	
Canada	Indian Head Design	007221851	20-Sep-1990	
Chile	Indian Head Design	408,750	26-Feb-1993	
China	Indian Head Design	533330	27-Jan-1999	
China	Indian Head Design	254217	30-Jun-1996	
China	Indian Head Design	259885	20-Aug-1996	
China	Indian Head Design	383303	20-Aug-1996	
Colombia	Indian Head Design	40097	29-Jul-1997	
Colombia	Indian Head Design	96773	28-Dec-2001	

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TRADEMARKS				
Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	Denmark	Indian Head Design		
Tecumseh Products Company	Egypt	Indian Head Design	1038/1989	03-Mar-1989
Tecumseh Products Company	El Salvador	Indian Head Design	42935	14-Jul-1986
Tecumseh Products Company	France	Indian Head Design	64	12-Mar-1980
Tecumseh Products Company	Germany	Indian Head Design	1697018	03-Oct-2001
Tecumseh Products Company	Guatemala	Indian Head Design	1,145,141	24-Aug-1989
Tecumseh Products Company	Guatemala	Indian Head Design	36466	14-Feb-1999
Tecumseh Products Company	Israel	Indian Head Design	36465	14-Feb-1999
Tecumseh Products Company	Italy	Indian Head Design	17036	16-Jul-1993
Tecumseh Products Company	Japan	Indian Head Design	759262	09-Nov-1996
Tecumseh Products Company	Korea	Indian Head Design	546577	14-Jan-2000
Tecumseh Products Company	Mexico	Indian Head Design	91681	10-Jun-1993
Tecumseh Products Company	Monaco	Indian Head Design	100,691	09-Jun-1994
Tecumseh Products Company	New Zealand	Indian Head Design	R96.17018	10-Mar-1981
Tecumseh Products Company	New Zealand	Indian Head Design	175572	22-Oct-1987
Tecumseh Products Company	Panama	Indian Head Design	178148	10-Mar-1988
Tecumseh Products Company	Panama	Indian Head Design	66594	13-Mar-1995
Tecumseh Products Company	Peru	Indian Head Design	66595	13-Mar-1995
Tecumseh Products Company	Peru	Indian Head Design	51757	10-Feb-1994
Tecumseh Products Company	Poland	Indian Head Design	51171	18-Nov-1993
Tecumseh Products Company	Saudi Arabia	Indian Head Design	90 474	11-May-1994
Tecumseh Products Company	South Africa	Indian Head Design	245/57	02-Dec-1991
Tecumseh Products Company	Spain	Indian Head Design	2997/58	16-Sep-1992
Tecumseh Products Company	Taiwan	Indian Head Design	317248	29-Feb-1997
Tecumseh Products Company	Taiwan	Indian Head Design	42,227	27-Feb-1994
Tecumseh Products Company	Thailand	Indian Head Design	48,318	18-Mar-1994
Tecumseh Products Company	Turkey	Indian Head Design	479703KOR169856	22-Feb-1992
Tecumseh Products Company	Uruguay	Indian Head Design	127637	03-May-1991
Tecumseh Products Company	USA	Indian Head Design	814879	07-Sep-1999
Tecumseh Products Company	Venezuela	Indian Head Design	1,532,668	04-Apr-1989
Tecumseh Products Company	Venezuela	Indian Head Design	37217F	07-Jul-1989
Tecumseh Products Company	Canada	MASTERFLUX	98089F	03-Sep-1981
Tecumseh Products Company	USA	MASTERFLUX	TMA631,245	26-Jan-2005
Tecumseh Products Company	USA	MP PUMPS and DESIGN	2,825,052	23-Mar-2004
Tecumseh Products Company	USA	MP PUMPS and Indian Head Design	753,688	30-Jul-1963
Tecumseh Products Company	USA	MP PUMPS and Indian Head Design	1,261,483	20-Dec-1983

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TRADEMARKS		TRADEMARKS		
Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	Brazil	ORBITEC	818210338	06-Jun-2000
Tecumseh Products Company	France	ORBITEC	94548523	19-May-1995
Tecumseh Products Company	USA	PUMPAK	752.026	02-Jul-1963
Tecumseh Products Company	USA	QUADRO-FLEX	1,504,614	20-Sep-1988
Tecumseh Products Company	Argentina	TECUMSEH	1889457	31-Aug-1992
Tecumseh Products Company	Argentina	TECUMSEH	1887276	31-Jul-1992
Tecumseh Products Company	Argentina	TECUMSEH	1545784	30-Nov-1994
Tecumseh Products Company	Australia	TECUMSEH	A196,531	11-Aug-1965
Tecumseh Products Company	Austria	TECUMSEH	31457	30-Nov-1994
Tecumseh Products Company	Benelux	TECUMSEH	2772	11-Jan-1971
Tecumseh Products Company	Benelux	TECUMSEH	2,773	11-Jan-1980
Tecumseh Products Company	Benelux	TECUMSEH	90002	22-Dec-1973
Tecumseh Products Company	Brazil	TECUMSEH	007221878	10-Sep-1990
Tecumseh Products Company	Brazil	TECUMSEH	002796015	30-Apr-1993
Tecumseh Products Company	Canada	TECUMSEH	108868	20-Dec-1987
Tecumseh Products Company	Chile	TECUMSEH	441083	13-Mar-1995
Tecumseh Products Company	Chile	TECUMSEH	533334	27-Jan-1999
Tecumseh Products Company	China	TECUMSEH	254223	30-Jun-1996
Tecumseh Products Company	China	TECUMSEH	259902	20-Aug-1996
Tecumseh Products Company	China	TECUMSEH	382710	20-Aug-1996
Tecumseh Products Company	Colombia	TECUMSEH	96807	13-Jan-1992
Tecumseh Products Company	Colombia	TECUMSEH	40098	27-Jul-1992
Tecumseh Products Company	Congo (Dem. Rep.)	TECUMSEH	1449/97REN/ZA	02-Sep-1997
Tecumseh Products Company	El Salvador	TECUMSEH	104	01-Feb-1980
Tecumseh Products Company	France	TECUMSEH	1,456,092	27-Nov-1997
Tecumseh Products Company	France	TECUMSEH	1,484,804	01-Sep-1978
Tecumseh Products Company	France	TECUMSEH	1,431,523	21-Oct-1997
Tecumseh Products Company	Germany	TECUMSEH	819,254	04-Aug-1984
Tecumseh Products Company	Germany	TECUMSEH	679482	29-Sep-1994
Tecumseh Products Company	Greece	TECUMSEH	19732	06-Oct-1994
Tecumseh Products Company	Guatemala	TECUMSEH	36451	12-Feb-1999
Tecumseh Products Company	Guatemala	TECUMSEH	36449	12-Feb-1999
Tecumseh Products Company	Hong Kong	TECUMSEH	498/1957	21-Sep-1990
Tecumseh Products Company	India	TECUMSEH	167515	11-Jan-1955

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TRADEMARKS				
Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	India	TECUMSEH	168677	20-Apr-1997
Tecumseh Products Company	Indonesia	TECUMSEH	IDM00022302	6-Dec-2004
Tecumseh Products Company	Italy	TECUMSEH	717,791	29-Sep-1986
Tecumseh Products Company	Italy	TECUMSEH	660477	10-Jun-1993
Tecumseh Products Company	Japan	TECUMSEH	472183	27-Oct-1995
Tecumseh Products Company	Korea	TECUMSEH	73358	06-Jan-1991
Tecumseh Products Company	Macao	TECUMSEH	1347M	30-Oct-1997
Tecumseh Products Company	Mexico	TECUMSEH	249,639	09-Oct-1979
Tecumseh Products Company	Mexico	TECUMSEH	100,536	03-May-1994
Tecumseh Products Company	Mexico	TECUMSEH	69684	31-Oct-2001
Tecumseh Products Company	Monaco	TECUMSEH	R96.17019	08-Jul-1966
Tecumseh Products Company	New Zealand	TECUMSEH	57447	23-Nov-1990
Tecumseh Products Company	Norway	TECUMSEH	45835	29-Sep-1954
Tecumseh Products Company	Panama	TECUMSEH	65278	18-Jan-1996
Tecumseh Products Company	Paraguay	TECUMSEH	202306	29-Nov-1997
Tecumseh Products Company	Paraguay	TECUMSEH	203103	29-Nov-1997
Tecumseh Products Company	Peru	TECUMSEH	51930	13-Feb-1994
Tecumseh Products Company	Peru	TECUMSEH	51170	18-Nov-1993
Tecumseh Products Company	Poland	TECUMSEH	90,476	11-May-1994
Tecumseh Products Company	Portugal	TECUMSEH	151846	22-May-1999
Tecumseh Products Company	Saudi Arabia	TECUMSEH	245/1	02-Dec-1991
Tecumseh Products Company	South Africa	TECUMSEH	3991/55	12-Dec-1999
Tecumseh Products Company	South Africa	TECUMSEH	2996/58	16-Sep-1992
Tecumseh Products Company	Spain	TECUMSEH	332421	15-Apr-1998
Tecumseh Products Company	Sweden	TECUMSEH	78250	20-May-1995
Tecumseh Products Company	Switzerland	TECUMSEH	P274393	09-Jul-1994
Tecumseh Products Company	Taiwan	TECUMSEH	43,891	31-Aug-1994
Tecumseh Products Company	Taiwan	TECUMSEH	48,727	27-Jul-1994
Tecumseh Products Company	Taiwan	TECUMSEH	52,477	01-May-1972
Tecumseh Products Company	Thailand	TECUMSEH	479704KOR160176	24-Mar-1992
Tecumseh Products Company	Tunisia	TECUMSEH	EE991687	12-Oct-1999
Tecumseh Products Company	Turkey	TECUMSEH	115771	16-Nov-1999
Tecumseh Products Company	United Kingdom	TECUMSEH	A970,386	21-Jan-1978

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Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	United Kingdom	TECUMSEH	886,640	09-Nov-1986
Tecumseh Products Company	Uruguay	TECUMSEH	314878	07-Sep-1999
Tecumseh Products Company	Uruguay	TECUMSEH	239102	04-Apr-1960
Tecumseh Products Company	USA	TECUMSEH	716,430	06-Jun-1961
Tecumseh Products Company	USA	TECUMSEH	2,485,267	04-Sep-2001
Tecumseh Products Company	Venezuela	TECUMSEH	37134F	14-Jul-1989
Tecumseh Products Company	Venezuela	TECUMSEH	97283F	16-Feb-1981
Tecumseh Products Company	Zaire	TECUMSEH	4371/C	02-Sep-1997
Tecumseh Products Company	Denmark	TECUMSEH (Stylized)	1447/1995	13-Aug-1995
Tecumseh Products Company	Egypt	TECUMSEH (Stylized)	42933	14-Jul-1996
Tecumseh Products Company	Finland	TECUMSEH (Stylized)	29128	31-May-1995
Tecumseh Products Company	Japan	TECUMSEH (Stylized)	2122521	27-Mar-1999
Tecumseh Products Company	Kuwait	TECUMSEH (Stylized)	45945	20-Dec-2003
Tecumseh Products Company	Taiwan	TECUMSEH (Stylized)	42,247	01-Feb-1994
Tecumseh Products Company	Canada	TECUMSEH and Design (Whirling Blade)	TMA548992	31-Jul-2001
Tecumseh Products Company	Croatia	TECUMSEH and Design (Whirling Blade)	Z20010711	02-Apr-2002
Tecumseh Products Company	Czech Republic	TECUMSEH and Design (Whirling Blade)	242 427	22-Mar-2003
Tecumseh Products Company	Estonia	TECUMSEH and Design (Whirling Blade)	36282	23-May-2002
Tecumseh Products Company	European Community	TECUMSEH and Design (Whirling Blade)	001194919	26-Mar-2001
Tecumseh Products Company	Hungary	TECUMSEH and Design (Whirling Blade)	169 328	21-May-2002
Tecumseh Products Company	Latvia	TECUMSEH and Design (Whirling Blade)	M49925	20-Sep-2002
Tecumseh Products Company	Lithuania	TECUMSEH and Design (Whirling Blade)	45932	16-Sep-2002
Tecumseh Products Company	Poland	TECUMSEH and Design (Whirling Blade)	155758	24-Feb-2005
Tecumseh Products Company	Russia	TECUMSEH and Design (Whirling Blade)	238479	13-Feb-2003
Tecumseh Products Company	Serbia and Montenegro	TECUMSEH and Design (Whirling Blade)	46566	12-Dec-2003
Tecumseh Products Company	Slovenia	TECUMSEH and Design (Whirling Blade)	200170730	19-Apr-2002
Tecumseh Products Company	Turkey	TECUMSEH and Design (Whirling Blade)	2001 08290	07-May-2001
Tecumseh Products Company	Ukraine	TECUMSEH and Design (Whirling Blade)	34625	15-Sep-2003
Tecumseh Products Company	USA	TECUMSEH and Design (Whirling Blade)	2,382,516	05-Sep-2000
Tecumseh Products Company	USA	TECUMSEH and Design (Whirling Blade)	2001/07459	27-Mar-2006
Tecumseh Products Company	Australia	TECUMSEH and Design (Whirling Blade)	789414	25-Jun-1999
Tecumseh Products Company	Belarus	TECUMSEH and Design (Whirling Blade)	17764	15-Sep-2003

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Name of Grantor		Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	Algeria	TECUMSEH and Indian Head Design	53623	19-Nov-1997	
Tecumseh Products Company	Argentina	TECUMSEH and Indian Head Design	1896255	30-Sep-1992	
Tecumseh Products Company	Argentina	TECUMSEH and Indian Head Design	1684483	28-Aug-1998	
Tecumseh Products Company	Argentina	TECUMSEH and Indian Head Design	1896256	30-Sep-1992	
Tecumseh Products Company	Australia	TECUMSEH and Indian Head Design	1684482	28-Aug-1998	
Tecumseh Products Company	Australia	TECUMSEH and Indian Head Design	A196,530	11-Aug-1965	
Tecumseh Products Company	Bangladesh	TECUMSEH and Indian Head Design	A131,101	22-Feb-1957	
Tecumseh Products Company	Benelux	TECUMSEH and Indian Head Design	5457	25-Apr-1995	
Tecumseh Products Company	Benelux	TECUMSEH and Indian Head Design	2774	10-Dec-1980	
Tecumseh Products Company	Brazil	TECUMSEH and Indian Head Design	89115	22-Dec-1995	
Tecumseh Products Company	Brazil	TECUMSEH and Indian Head Design	002357410	22-Jul-1990	
Tecumseh Products Company	Chile	TECUMSEH and Indian Head Design	007221860	10-Sep-1990	
Tecumseh Products Company	China	TECUMSEH and Indian Head Design	534989	23-Feb-1990	
Tecumseh Products Company	China	TECUMSEH and Indian Head Design	254215	30-Jun-1996	
Tecumseh Products Company	China	TECUMSEH and Indian Head Design	259884	20-Aug-1996	
Tecumseh Products Company	Colombia	TECUMSEH and Indian Head Design	382709	20-Aug-1996	
Tecumseh Products Company	Colombia	TECUMSEH and Indian Head Design	97468	15-Nov-1996	
Tecumseh Products Company	Egypt	TECUMSEH and Indian Head Design	97469	15-Nov-1996	
Tecumseh Products Company	El Salvador	TECUMSEH and Indian Head Design	42934	14-Jul-1986	
Tecumseh Products Company	France	TECUMSEH and Indian Head Design	103	01-Feb-1980	
Tecumseh Products Company	Germany	TECUMSEH and Indian Head Design	1,484,803	01-Sep-1978	
Tecumseh Products Company	Guatemala	TECUMSEH and Indian Head Design	819,255	04-Aug-1984	
Tecumseh Products Company	Guatemala	TECUMSEH and Indian Head Design	35454	28-Sep-1998	
Tecumseh Products Company	India	TECUMSEH and Indian Head Design	35453	27-Sep-1998	
Tecumseh Products Company	India	TECUMSEH and Indian Head Design	237,390	02-Sep-1973	
Tecumseh Products Company	Indonesia	TECUMSEH and Indian Head Design	237,391	02-Sep-1973	
Tecumseh Products Company	Ireland	TECUMSEH and Indian Head Design	IDM000022301	06-Dec-2004	
Tecumseh Products Company	Israel	TECUMSEH and Indian Head Design	60308	24-Apr-2000	
Tecumseh Products Company	Italy	TECUMSEH and Indian Head Design	17037	16-Jul-1993	
Tecumseh Products Company	Italy	TECUMSEH and Indian Head Design	717,790	29-Sep-1986	
Tecumseh Products Company	Japan	TECUMSEH and Indian Head Design	759261	09-Nov-1996	
Tecumseh Products Company	Korea	TECUMSEH and Indian Head Design	546576	14-Jan-2000	
Tecumseh Products Company	Kuwait	TECUMSEH and Indian Head Design	89871	12-Apr-1993	
Tecumseh Products Company	Macao	TECUMSEH and Indian Head Design	45929	20-Dec-2003	
Tecumseh Products Company	Macao	TECUMSEH and Indian Head Design	1208M	02-Dec-1997	

TRADEMARKS

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Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	Macao	TECUMSEH and Indian Head Design	1932M	25-Jan-1998
Tecumseh Products Company	Malaya	TECUMSEH and Indian Head Design	M29960	08-May-1993
Tecumseh Products Company	Mexico	TECUMSEH and Indian Head Design	248,221	28-Jul-1980
Tecumseh Products Company	Mexico	TECUMSEH and Indian Head Design	100,537	08-Feb-1994
Tecumseh Products Company	Monaco	TECUMSEH and Indian Head Design	R96.17020	10-Mar-1981
Tecumseh Products Company	New Zealand	TECUMSEH and Indian Head Design	59514	08-Feb-1992
Tecumseh Products Company	Pakistan	TECUMSEH and Indian Head Design	28975	25-Apr-1995
Tecumseh Products Company	Panama	TECUMSEH and Indian Head Design	65277	24-Aug-1994
Tecumseh Products Company	Peru	TECUMSEH and Indian Head Design	52672	12-Apr-1994
Tecumseh Products Company	Peru	TECUMSEH and Indian Head Design	51071	18-Nov-1993
Tecumseh Products Company	Philippines	TECUMSEH and Indian Head Design	2256	25-May-1979
Tecumseh Products Company	Poland	TECUMSEH and Indian Head Design	90 475	11-May-1994
Tecumseh Products Company	Portugal	TECUMSEH and Indian Head Design	152186	19-Feb-1999
Tecumseh Products Company	Portugal	TECUMSEH and Indian Head Design	151847	15-Apr-1989
Tecumseh Products Company	South Africa	TECUMSEH and Indian Head Design	2805/57	10-Sep-1991
Tecumseh Products Company	South Africa	TECUMSEH and Indian Head Design	1451/57	14-May-2001
Tecumseh Products Company	Spain	TECUMSEH and Indian Head Design	329497	01-Feb-1958
Tecumseh Products Company	Spain	TECUMSEH and Indian Head Design	329498	02-Feb-1998
Tecumseh Products Company	Sri Lanka	TECUMSEH and Indian Head Design	18997	08-May-1992
Tecumseh Products Company	Taiwan	TECUMSEH and Indian Head Design	54,444	01-Jan-1983
Tecumseh Products Company	Thailand	TECUMSEH and Indian Head Design	479702KOR169851	22-Feb-1992
Tecumseh Products Company	United Kingdom	TECUMSEH and Indian Head Design	886,637	09-Nov-1986
Tecumseh Products Company	United Kingdom	TECUMSEH and Indian Head Design	786,126	02-Jan-1994
Tecumseh Products Company	United Kingdom	TECUMSEH and Indian Head Design	760,610	17-Dec-1977
Tecumseh Products Company	Uruguay	TECUMSEH and Indian Head Design	314880	07-Sep-1999
Tecumseh Products Company	USA	TECUMSEH and Indian Head Design	660,341	08-Apr-1958
Tecumseh Products Company	USA	TECUMSEH and Indian Head Design	848,584	07-May-1968
Tecumseh Products Company	Venezuela	TECUMSEH and Indian Head Design	98029F	01-Sep-1981
Tecumseh Products Company	Venezuela	TECUMSEH and Indian Head Design	98028F	01-Sep-1981
Tecumseh Products Company	Zambia	TECUMSEH and Indian Head Design	1907/58	13-Jun-1993
Tecumseh Products Company	Zimbabwe	TECUMSEH and Indian Head Design	1907/58	13-Jun-1999
Tecumseh Products Company	European Community	TECUMSEH COMPLETE SYSTEMS and Design	002349298	18-Nov-2002

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TRADEMARKS				
Name of Grantor	Country	Trademark	Registration Number	Registration Date
Tecumseh Products Company	USA	TECUMSEH COMPLETE SYSTEMS and Design	2,633,074	08-Oct-2002
Tecumseh Products Company	France	TECUMSEH POWERED CO2 TECHNOLOGY and Design	03 3 226 721	31-Oct-2003
Tecumseh Products Company	India	TECUMSEH POWERED CO2 TECHNOLOGY and Design	01204044	23-Dec-2005
Tecumseh Products Company	Canada	TECUMSEH POWERED PACKAGED REFRIGERATION SOLUTIONS and Design	TMA646,671	25-Aug-2005
Tecumseh Products Company	France	TECUMSEH POWERED PACKAGED REFRIGERATION SOLUTIONS and Design	03 3 226 720	31-Oct-2003
Tecumseh Products Company	USA	TECUMSEH POWERED PACKAGED REFRIGERATION SOLUTIONS and Design	2,978,743	26-Jul-2005
Tecumseh Products Company	USA	TP (Stylized)	1,112,152	30-Jan-1979
Tecumseh Products Company	Canada	TP COVERS and Design	TMA561,962	14-May-2002
Tecumseh Products Company	France	VECTOR	1,721,379	11-Sep-1990
Tecumseh Products Company	Germany	VECTOR	1,180,847	13-Sep-1991
Tecumseh Products Company	Italy	VECTOR	910232	24-Aug-1993
Tecumseh Products Company	New Zealand	VECTOR	204686	03-Jun-1994
Tecumseh Products Company	Canada	VECTOR	tbd	tbd
Tecumseh Products Company	Mexico	VECTOR	tbd	tbd
Tecumseh Products Company	USA	VECTOR	3,270,377	24-Jul-2007
Tecumseh Products Company	USA	VECTOR BY TECUMSEH and Design	3,370,385	15-Jan-2008

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TRADEMARK APPLICATIONS				
Name of Grantor	Country	Trademark Application	Application Serial Number	Application Filing Date
Tecumseh Products Company	Brazil	EPACCOOL 2 and Design - in color	827383169	05-May-2005
Tecumseh Products Company	Brazil	EPACCOOL 2 and Design - in color	827383134	05-May-2005
Tecumseh Products Company	Canada	EPACCOOL 2 and Design - in color	1,250,117	07-Mar-2005
Tecumseh Products Company	Indonesia	TECUMSEH	1661916768	01-Jul-2003
Tecumseh Products Company	Indonesia	TECUMSEH and Indian Head Design	1661716766	01-Jul-2003
Tecumseh Products Company	Brazil	TECUMSEH COMPLETE SYSTEMS and Design	824016629	06-Sep-2001
Tecumseh Products Company	India	TECUMSEH POWERED PACKAGED REFRIGERATION SOLUTIONS and Design	01204045	04-Jun-2003
Tecumseh Products Company	USA	VECTOR	78/712,501	14-Sep-2005
Tecumseh Products Company	Canada	VECTOR	1,293,186	10-Mar-2006

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