

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AMTROL Licensing Inc.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other Passive Investment Corporation
- Association
- Limited Partnership

Citizenship (see guidelines) USA-Rhode Island

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Merrill Lynch Capital Corporation.

Internal

Address: as Collateral Agent

Street Address: 4 Financial Center

City: New York

State: NY

Country: USA Zip: 10080

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship USA-Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) 06/20/2007

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other 2nd lien TM Sec. Agreement

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/802,007

B. Trademark Registration No.(s)

0731,732 and additional numbers on Schedule I attached hereto

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Jean Paterson

Internal Address: Corporation Service Company

Street Address: 1090 Vermont Avenue

Suite 430

City: Washington

State: DC Zip: 20005

Phone Number: 703-999-1895

Fax Number: 202-408-3141

Email Address: _____

6. Total number of applications and registrations involved:

37

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 504274

Authorized User Name Jean Paterson

9. Signature:

Jean Paterson
Signature

2/2/09
Date

Jean Paterson


Name of Person Signing




Total number of pages including cover sheet, attachments, and document: 9


Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
to
SECOND LIEN TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Registration No.	Registration Date	Owner	Status
FILL-TROL	0731,732	05/22/1962	AMTROL Licensing Inc.	Registered - Renewal due 05/22/2012
EX-TROL	0843,060	01/30/1968	AMTROL Licensing Inc.	Registered - Renewal due 01/30/2008
AT (Stylized) 	0871,142	06/17/1969	AMTROL Licensing Inc.	Registered - Renewal due 06/17/2009
WELL X TROL	0877,254	09/23/1969	AMTROL Licensing Inc.	Registered - Renewal due 09/23/2009
CHAMPION	1,307,919	12/04/1984	AMTROL Licensing Inc.	Registered - Renewal due 12/04/2014
MINI-TROL	1,319,208	02/12/1985	AMTROL Licensing Inc.	Registered - Renewal due 02/12/2015
THERM-X-TROL	1,322,022	02/26/1985	AMTROL Licensing Inc.	Registered - Renewal due 02/26/2015
DIATROL	1,324,330	03/12/1985	AMTROL Licensing Inc.	Registered - Renewal due 03/12/2015
AMTROL PRESSURISER	1,326,576	03/26/1985	AMTROL Licensing Inc.	Registered - Renewal due 03/26/2015
PURGER-TROL	1,336,500	05/21/1985	AMTROL Licensing Inc.	Registered - Renewal due 05/21/2015
HOT WATER MAKER	1,351,556	07/30/1985	AMTROL Licensing Inc.	Registered - Renewal due 07/30/2015
Design Only	1,479,524	05/08/1988	AMTROL Licensing Inc.	Registered - Renewal due 03/08/2008

Mark	Registration No.	Registration Date	Owner	Status
				
WEL-FLO and Design WelFlo	1,488,302	05/17/1988	AMTROL Licensing Inc.	Registered - Renewal due 05/17/2008
SPACE SAVER	1,623,517	11/20/1990	AMTROL Licensing Inc.	Registered - Renewal due 11/20/2010
WATER SPRITE	1,676,682	02/25/1992	AMTROL Licensing Inc.	Registered - Renewal due 02/25/2012
TECTONICS	1,677,499	03/03/1992	AMTROL Licensing Inc.	Registered - Renewal due 03/03/2012
WATER WORKER	1,706,536	08/11/1992	AMTROL Licensing Inc.	Registered - Renewal due 08/11/2012
ISOBAR	1,834,409	05/03/1994	AMTROL Licensing Inc.	Registered - Renewal due 05/03/2014
THERM-X-SPAN	1,899,774	06/13/1995	AMTROL Licensing Inc.	Registered - Renewal due 06/13/2015
FIRST LUBE	2,000,797	09/17/1996	AMTROL Licensing Inc.	Registered - Renewal due 09/17/2006
PRO ACCESS	2,062,700	05/20/1997	AMTROL Licensing Inc.	Registered - Section 8&9 due 05/20/2007
AMTROL	2,604,069	08/06/2002	AMTROL Licensing Inc.	Registered - Section 8&15 due 08/06/2008
AT (Stylized) 	2,623,669	09/24/2002	AMTROL Licensing Inc.	Registered - Section 8&15 due 09/24/2008
AT (Stylized) 	2,623,674	09/24/2002	AMTROL Licensing Inc.	Registered - Section 8&15 due 09/24/2008
H2O-W-TO (Styl-)	2,736,440	07/15/2003	AMTROL	Registered -

Mark	Registration No.	Registration Date	Owner	Status
ized) LOW-TO			Licensing Inc.	Section 8&15 due 07/15/2009
AMTROL STORAGE MATE	2,738,419	07/15/2003	AMTROL Licensing Inc.	Registered - Section 8&15 due 07/15/2009
FIRE-X-TROL	2,999,036	09/20/2005	AMTROL Licensing Inc.	Registered - Section 8&15 due 09/20/2011
ODOR OXIDIZER PROFESSIONAL BY AMTROL and Design	3,007,394	10/18/2005	AMTROL Licensing Inc.	Registered - Section 8&15 due 10/18/2011
SORB-TROL	3,067,641	03/14/2006	AMTROL Licensing Inc.	Registered - Section 8&15 due 03/14/2012
WELL-RADOR	3,091,297	05/09/2006	AMTROL Licensing Inc.	Registered - Section 8&15 due 05/09/2012
ARMOR-TROL	3,140,012	09/05/2006	AMTROL Licensing Inc.	Registered - Section 8&15 due 09/05/2012
COMET (Stylized) comet	3,155,116	10/10/2006	AMTROL Licensing Inc.	Registered - Section 8&15 due 10/10/2012
RADIANT EXTROL	3,165,089	10/31/2006	AMTROL Licensing Inc.	Registered - Section 8&15 due 10/31/2012
AMTROL R DIGITAL CONTROL BY AMTROL and Design 	3,166,507	10/31/2006	AMTROL Licensing Inc.	Registered - Section 8&15 due 10/31/2012
WATERSOFT	3,235,508	05/01/2007	AMTROL Licensing Inc.	Registered
PROVECIR	1,319,229	Feb 12, 1985	AMTROL Licensing Inc.	Renewed

Trademark Applications:

Mark	Application Serial No.	Filing Date	Owner	Status
BOILERMATE	78/802,007	01/30/2006	AMTROL Licensing Inc.	Pending

Second Lien Trademark Security Agreement

Second Lien Trademark Security Agreement, dated as of June 20, 2007, by AMTROL LICENSING INC. (the "Pledgor"), in favor of MERRILL LYNCH CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Security Agreement dated as of June 20, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Second Lien Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties in the Security Agreement of a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Second Lien Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

-2-

SECTION 4. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the collateral agent pursuant to this Agreement and the exercise of any right or remedy by the collateral agent hereunder are subject to the provisions of the Intercreditor Agreement, dated as of June 20, 2007 as the same may be amended, restated, amended and restated, supplemented, modified or replaced from time to time (the "Intercreditor Agreement") among Merrill Lynch Capital Corporation, as First Lien Collateral Agent, Merrill Lynch Capital Corporation, as Second Lien Collateral Agent, Merrill Lynch Capital Corporation, as Control Agent, and the Loan Parties (as defined therein) from time to time a party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and automatic termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form evidencing the release of the collateral pledge, grant, assignment, lien and security interest in the Trademarks under the Security Agreement and this Second Lien Trademark Security Agreement.


SECTION 6. Counterparts. This Second Lien Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Second Lien Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

Very truly yours,

AMTROL LICENSING INC., as Pledgor

By: 
Name: JOSEPH L. DEPAULA
Title: PRESIDENT

-4-

Accepted and Agreed:

MERRILL LYNCH CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: DAVID B. SMITH
Title: VICE PRESIDENT

BY FAX

February 11, 2009

To: USPTO Assignment Branch
571-273-0140

From: Jean Paterson
Corporation Service Company, Inc.
703-999-1895
jpaterso@cscinfo.com
202-408-3141

Please find attached an assignment for resubmission. Please make sure that we retain our original filing date. If you have any questions so not hesitate to contact me. Thanks for your assistance.

