

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
C. Cowles & Company		10/30/2009	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	RBS Citizens, National Association		
<b>Street Address:</b>	209 Church Street		
<b>City:</b>	New Haven		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06510		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1033020	CAL-STRIPES	
Registration Number:	1100669	COWLES	
Registration Number:	0999547	COWLES	
Registration Number:	1139839	SENSIT SAFGARD	
Registration Number:	3420181	HYDROSTAT	
Registration Number:	2399003	CYCLEGARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(203)786-8307		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(203) 786-8313		
<b>Email:</b>	glallier@uks.com		
<b>Correspondent Name:</b>	Updike Kelly & Spellacy Attn: G. Lallier		
<b>Address Line 1:</b>	265 Church Street		
<b>Address Line 4:</b>	New Haven, CONNECTICUT 06510		
<b>NAME OF SUBMITTER:</b>	Daniel Ryan		

**OP \$165.00 1033020**

**900146804**

**TRADEMARK**  
**REEL: 004090 FRAME: 0111**

Signature:	/Daniel Ryan/
Date:	11/03/2009
Total Attachments: 7 source=CowlesIPSecurity#page1.tif source=CowlesIPSecurity#page2.tif source=CowlesIPSecurity#page3.tif source=CowlesIPSecurity#page4.tif source=CowlesIPSecurity#page5.tif source=CowlesIPSecurity#page6.tif source=CowlesIPSecurity#page7.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** dated as of October 30, 2009 (this "**Agreement**"), is entered into by and between **RBS CITIZENS, NATIONAL ASSOCIATION**, successor-by-merger to Citizens Bank of Connecticut (the "**Bank**" or "**Secured Party**"), and **C. COWLES & COMPANY**, a Connecticut corporation, with its chief executive office located at 83 Water Street, New Haven, Connecticut 06511 (the "**Borrower**").

### W I T N E S S E T H

**WHEREAS**, Bank has agreed to make loans, advances and extensions of credit to Borrower pursuant to the terms of a certain Amended and Restated Master Credit Agreement by and between Borrower and Bank dated as of the date hereof (as amended and in effect from time to time, the "**Credit Agreement**");

**WHEREAS**, the Credit Agreement amends and restates that certain Master Credit Agreement by and between Bank and Borrower dated as of June 8, 2000 (as amended and in effect from time to time, the "**Original Credit Agreement**") in all respects other than as set forth in Section 12.18 of the Credit Agreement with respect to that certain mortgage loan to the Borrower in the original, principal amount of \$820,000 (the "**Mortgage Loan**") extended by the Bank under the Original Credit Agreement, which Mortgage Loan is evidenced by the \$820,000 Mortgage Note dated August 1, 2003 from Borrower to Bank;

**WHEREAS**, the Bank extended to Maidstone Properties, LLC ("**Maidstone**") a mortgage loan in the amount of \$890,000 (the "**Maidstone Mortgage Loan**") as evidenced by a certain Mortgage Note dated September 1, 2004, in the principal amount of \$890,000 (as amended by the Allonge, as defined below, and as further amended and in effect from time to time, the "**Maidstone Mortgage Note**");

**WHEREAS**, Phillips-Moldex Company, a Connecticut corporation ("**Phillips-Moldex**"), joined and assumed the obligations of Maidstone under the Maidstone Mortgage Note pursuant to a certain Allonge to Mortgage Note dated as of October 17, 2008 (the "**Allonge**");

**WHEREAS**, pursuant to that certain Guaranty Agreement dated as of October 17, 2008 (the "**Guaranty**"), the Borrower agreed to guarantee the payment and performance of all obligations of Phillips-Moldex under the Maidstone Mortgage Note;

**WHEREAS**, pursuant to that certain Amended and Restated Security Agreement by and between the Secured Party and the Borrower dated as of the date hereof (as amended and in effect from time to time, the "**Security Agreement**"), and executed in connection with the Credit Agreement, the Mortgage Loan and Guaranty, the Borrower has granted to the Secured Party a security interest in the Collateral, including without limitation the Domain Names, Trademarks, Patents and Copyrights (each as defined in the Security Agreement), listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations; and

WHEREAS, this Agreement is supplemental to the provisions contained in the Security Agreement; and

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **DEFINITIONS.**

Unless otherwise defined herein, terms which are defined in the Security Agreement and used herein are so used as so defined. The following terms shall have the following meanings:

“ICANN” means the Internet Corporation for Assigned Names and Numbers.

“Registry” means, as applicable, (i) any domain name registry with whom the Domain Names are registered, (ii) the U.S. Copyright Office or any comparable office of any foreign jurisdiction with whom Copyrights are registered, or (iii) the U.S. Patent & Trademark Office or any comparable office of any state or foreign jurisdiction with whom Trademarks or Patents are registered.

2. **SECURITY INTEREST.**

2.1. **Security Interest.** As collateral security for the payment and performance in full of all of the Obligations, the Borrower hereby unconditionally grants to the Secured Party, a continuing security interest in and first priority lien on the Domain Names, Trademarks, Patents and Copyrights.

2.2. **Supplemental Security Agreement.** Pursuant to the Security Agreement, the Borrower has granted to the Secured Party a continuing security interest in and lien on the Collateral (including the Domain Names, Trademarks, Patents and Copyrights). The Security Agreement, and all rights and interests of the Secured Party in and to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) thereunder, are hereby ratified and confirmed in all respects, and are hereby incorporated herein by reference thereto. In no event shall this Agreement, the grants hereunder, or the recordation of this Agreement (or any document hereunder) with the respective Registry, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Secured Party in the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) pursuant to the Security Agreement and this Agreement, the attachment and perfection of such security interest under the Code (including the security interest in the Domain Names, Trademarks, Patents and Copyrights), or any present or future rights and interests of the Secured Party in and to the Collateral under or in connection with the Security Agreement, this Agreement or the Code. Any and all rights and interests of the Secured Party in and to the Domain Names, Trademarks, Patents and Copyrights (and any and all Obligations of the Borrower with respect to the Domain Names, Trademarks,

Patents and Copyrights) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Secured Party (and the Obligations of the Borrower ) in, to or with respect to the Collateral (including the Domain Names, Trademarks, Patents and Copyrights) provided in or arising under or in connection with the Security Agreement and shall not be in derogation thereof. THE SECURED PARTY DOES NOT ASSUME ANY LIABILITY ARISING IN ANY WAY BY REASON OF HOLDING SUCH COLLATERAL.

3. **AFTER-ACQUIRED DOMAIN NAMES, ETC.**

3.1. **After-Acquired Domain Names, Copyrights, Trademarks and Patents.** If, before the Obligations shall have been finally paid and satisfied in full, the Borrower shall obtain any right, title or interest in or to any other or new Domain Names, Trademarks, Copyrights or Patents, or become entitled to the benefit of any Domain Names, Trademarks, Copyrights or Patents or any variation or improvement on any of the Collateral, the provisions of this Agreement and the Security Agreement shall automatically apply thereto and the Borrower shall promptly give to the Secured Party notice thereof in writing and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interests therein.

3.2. **Amendment to Schedule.** The Borrower authorizes the Secured Party to modify this Agreement, without the necessity of the Borrower's further approval or signature, by amending **Schedule A** hereto to include any future or other Domain Names, Trademarks, Copyrights or Patents under Section 2 or Section 3 hereof and/or to delete Domain Names, Trademarks, Copyrights or Patents terminated by Borrower pursuant to the Security Agreement.

4. **NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE SECURED PARTY DOES NOT ASSUME ANY LIABILITIES OF THE DEBTOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE DEBTOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE DOMAIN NAMES, COPYRIGHTS, TRADEMARKS OR PATENTS, OR ANY PRACTICE, USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY BORNE BY THE DEBTOR, AND THE DEBTOR SHALL INDEMNIFY THE SECURED PARTY FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE SECURED PARTY WITH RESPECT TO SUCH LIABILITIES.

5. **RIGHTS AND REMEDIES CUMULATIVE.**

The Secured Party's rights and remedies with respect to the Domain Names, Copyrights, Trademarks and Patents, whether established hereby, by the Security Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. This Agreement is supplemental to the Security Agreement, and nothing contained herein shall in any way derogate from any of the rights or remedies of the Secured Party contained therein. Nothing contained in this Agreement shall be deemed to extend the time of attachment or perfection of or otherwise impair the security interest in any of the Collateral granted to the Secured Party, under the Security Agreement.

6. **AMENDMENT AND WAIVER.**

This Agreement may only be amended, and any provision hereunder may only be waived, pursuant to the Security Agreement.

7. **COUNTERPARTS.**

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute a complete and original instrument but all of which together shall constitute one and the same agreement (notwithstanding that all of the parties are not signatories to the original or the same counterpart, or that signature pages from different counterparts are combined), and it shall not be necessary when making proof of this Agreement or any counterpart thereof to account for any other counterpart, and the signature of any party to any counterpart shall be deemed to be a signature to and may be appended to any other counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted by facsimile machine or other electronic means is to be treated as an original document. The signature of any party on any such document, for purposes hereof, is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party, any facsimile or other electronic signature is to be re-executed in original form by the party which executed the facsimile or other electronic signature. No party may raise the use of a facsimile machine or other electronic means, or the fact that any signature was transmitted through the use of a facsimile machine or other electronic means, as a defense to the enforcement of this Agreement.

[Intentionally Left Blank - Signature Page to Follow]

IN WITNESS WHEREOF, Agreement has been executed as of the day and year first above written.

RBS CITIZENS, NATIONAL ASSOCIATION  
(successor-by merger-to Citizens Bank of Connecticut)

By: Mark S. Fucci  
Name: Mark S. Fucci  
Title: Vice President

C. COWLES & COMPANY

By: Lawrence C. Moon, Jr.  
Name: Lawrence C. Moon, Jr.  
Title: President

## SCHEDULE A

### Trademarks

<b>Marks</b>	<b>Mark Type</b>	<b>Class</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Registration Date</b>	<b>Registration Number</b>
CAL-STRIPES	TYPED DRAWING	IC 017	73053150	May 23, 1975	February 10, 1976	1033020
COWLES	TYPED DRAWING	IC 012	73095028	July 29, 1976	August 29, 1978	1100669
COWLES	TYPED DRAWING	IC 006	73019561	April 23, 1974	December 17, 1974	0999547
SENSIT SAFGARD	TYPED DRAWING	IC 009	73214876	May 9, 1979	September 23, 1980	1139839
HYDROSTAT	STANDARD CHARACTER MARK	IC 009	78753196	November 14, 2005	April 29, 2008	3420181
CYCLEGARD	TYPED DRAWING	IC 009	75522309	July 20, 1998	October 31, 2000	2399003

### Patents

Invention: **Flow switch**  
Registration No.: **4,791,254**  
Inventors: **Polverari; Paul G.**  
Assignee Name: **Hydrolevel Company (a division of Borrower)**  
Application No.: **07/130,444**  
Filing Date: **December 9, 1987**  
Registration Date: **December 13, 1988**

Invention: **Cycle Control System for Boiler**  
Registration No.: **6,390,027**  
Inventors: **Lyons; Richard A.; Murray; Christopher L.**  
Assignee Name: **C. Cowles & Company**  
Application No.: **09/583,515**  
Filing Date: **May 31, 2000**  
Registration Date: **May 21, 2002**

Invention: **Water Feeder Controller for Boiler**  
Registration No.: **6,926,028**  
Inventors: **Murray; Christopher L.; Lyons; Richard A.**  
Assignee Name: **C. Cowles & Company**  
Application No.: **10/762,125**  
Filing Date: **January 20, 2004**  
Registration Date: **August 9, 2005**



**Invention:** Water Feeder Controller for Boiler  
**Registration No.:** 7,093,611  
**Inventors:** Murray; Christopher L.; Lyons; Richard A.  
**Assignee Name:** C. Cowles & Company  
**Application No.:** 11/141,594  
**Filing Date:** May 31, 2005  
**Registration Date:** August 22, 2006

**Invention:** Cycle Guard  
**Registration No.:** 5,739,504  
**Inventors:** Lyons; Richard A.; Murray; Christopher L.  
**Assignee Name:** C. Cowles & Company  
**Application No.:** 08/508,467  
**Filing Date:** July 28, 1995  
**Registration Date:** 5,739,504

**Domain Names**

<b>Domain Name</b>	<b>Date First Registered</b>	<b>Date Last Registered</b>	<b>Expires</b>	<b>Purpose</b>
CCowles.com				
Hydrolevel.com				
ABSLighting.com				
CowlesProducts.com				
Phillips-Moldex.com				

**Copyrights**

<b>Copyrights</b>	<b>Original Publisher</b>	<b>Notes</b>