

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
Hudson Products Corporation		08/25/2008	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	BNP Paribas, as Administrative Agent for the Lenders		
Street Address:	100 Crescent Court, Suite 500		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75251		
Entity Type:	Societe Anonyme: FRANCE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	1935526	AUTO-VARIABLE	
Registration Number:	0607702	AUTO-VARIABLE	
Registration Number:	1751717		
Registration Number:	1754223		
Registration Number:	1774462		
Registration Number:	1844102		
Registration Number:	1762616	EXACT-A-PITCH	
Registration Number:	0945247	FIN-FAN	
Registration Number:	2147805	HEATFLO	
Registration Number:	1579956	HEAT FLO	
Registration Number:	1316841	HUDSON	
Registration Number:	1341486	HUDSON	
Registration Number:	2626603	HUDSON COOLING SOLUTIONS	
Registration Number:	1738002	TUF-EDGE	

CH \$540.00 1935526

Registration Number:	0685140	TUF-LITE
Registration Number:	1609687	TUF-LITE II
Registration Number:	2592193	TUF-LITE III
Registration Number:	2198306	FIN-FANNER
Registration Number:	2206905	THERMFLO
Registration Number:	2206906	STEAMFLO
Registration Number:	1227438	STAC-FLO

CORRESPONDENCE DATA

Fax Number: (917)777-2962
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 735-2962
Email: Faith.Robinson@skadden.com
Correspondent Name: S. Anita Sinha
Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP
Address Line 2: Four Times Square
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	055660/29
NAME OF SUBMITTER:	S. Anita Sinha
Signature:	/S. Anita Sinha/
Date:	03/17/2010

Total Attachments: 5
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HUDSON PRODUCTS CORPORATION, a Texas corporation, located at 1307 Soldiers Field Drive, Sugar Land, TX 77479 ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Hudson Products Holdings Inc., a Delaware corporation ("**Company**") has entered into a Credit Agreement, dated as of August 25, 2008 (said Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with RCHPH Acquisition Sub, Inc., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Subsidiary Guaranty dated as of August 25, 2008 (said Subsidiary Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 25, 2008 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Company, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral as hereinafter defined;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter

existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademark applications and trademark registrations set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

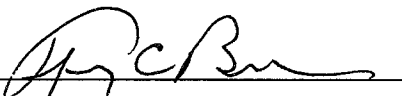
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance, if any (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 25 day of August, 2008.

HUDSON PRODUCTS CORPORATION

By: 
Name: _____
Title:

[Grant of Trademark Security Interest]

**TRADEMARK
REEL: 004169 FRAME: 0190**

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Country Name	Mark Name	Status Description	Application Number/ Application Date	Registration Number/ Registration Date	Owner
<i>Mark Name</i> United States	AUTO-VARIABLE	REGISTERED	74606733 12/05/94	1,935,526 11/14/95	Hudson Products Corporation
<i>Mark Name</i> United States	AUTO-VARIABLE (STYLED)	REGISTERED	71634690 8/30/52	607,702 6/21/55	Hudson Products Corporation
<i>Mark Name</i> United States	DOUBLE ARROW DESIGN	REGISTERED	74285024 6/15/92	1,751,717 2/09/93	Hudson Products Corporation
<i>Mark Name</i> United States	DOUBLE ARROW DESIGN	REGISTERED	74285023 6/15/92	1,754,223 2/23/93	Hudson Products Corporation
<i>Mark Name</i> United States	DOUBLE ARROW DESIGN	REGISTERED	74313813 9/14/92	1,774,462 6/01/93	Hudson Products Corporation
<i>Mark Name</i> United States	DOUBLE ARROW DESIGN	REGISTERED	74327862 11/02/92	1,844,102 7/12/94	Hudson Products Corporation
<i>Mark Name</i> United States	EXACT-A-PITCH	REGISTERED	74302599 8/10/92	1,762,616 4/06/93	Hudson Products Corporation
<i>Mark/Name</i> United States	FIN-FAN & DESIGN	REGISTERED	72357833	945,247	Hudson Products Corporation
<i>Mark Name</i> United States	HEATFLO	REGISTERED	75288728	2,147,805	Hudson Products Corporation
<i>Mark Name</i> United States	HEATFLO & DESIGN	REGISTERED	73762681 11/09/88	1,579,956 1/30/90	Hudson Products Corporation
<i>Mark/Name</i> United States	HUDSON	REGISTERED	73469870 3/12/84	1,316,841 1/29/85	Hudson Products Corporation
<i>Mark/Name</i> United States	HUDSON	REGISTERED	73469869 3/12/84	1,341,486 6/11/85	Hudson Products Corporation
<i>Mark Name</i> United States	HUDSON COOLING SOLUTIONS	REGISTERED	78026443 9/18/00	2,626,603 9/24/02	Hudson Products Corporation
<i>Mark Name</i> United States	TUF-EDGE	REGISTERED	74242530 2/3/92	1,738,002 12/8/92	Hudson Products Corporation
<i>Mark Name</i> United States	TUF-LITE	REGISTERED	72061393 10/27/58	685,140 9/15/59	Hudson Products Corporation
<i>Mark Name</i> United States	TUF-LITE II	REGISTERED	74011418 12/18/89	1,609,687 8/14/90	Hudson Products Corporation
<i>Mark Name</i> United States	TUF-LITE III	REGISTERED	75787771 8/30/99	2,592,193 7/9/02	Hudson Products Corporation
<i>Mark Name</i> United States	FIN-FANNER	REGISTERED	75362135 9/24/97	2,198,306 10/20/98	Hudson Products Corporation

<i>Mark Name</i> United States	THERMFLO	REGISTERED	75345204 8/22/97	2,206,905 12/1/98	Hudson Products Corporation
<i>Mark Name</i> United States	STEAMFLO	REGISTERED	75345205 8/22/97	2,206,906 12/1/98	Hudson Products Corporation
<i>Mark Name</i> United States	STAC-FLO	REGISTERED	73353980 3/11/82	1,227,438 2/15/83	Hudson Products Corporation