

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
Engineered Controls International, LLC		08/06/2010	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2705877	MULTIPOINT	
Registration Number:	2427108	REGULOK	
Registration Number:	2309303	MASTER DISTRIBUTOR REGO PRODUCTS AUTHORIZED SALES, SERVICE, & SUPPORT	
Registration Number:	1757986	REGO	
Registration Number:	1740862	ECII	
Registration Number:	1594855	MULTIBONNET	
Registration Number:	1353774	MULTIVALVE	
Registration Number:	1031202	REGO	
Registration Number:	0778751	ROTOGAGE	
Registration Number:	0788933	FLOMATIC	
Registration Number:	0674424	CHEK-LOK	
CORRESPONDENCE DATA			

CH \$290.00 2705877

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-383
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	08/06/2010

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2010, is made by Engineered Controls International, LLC, a Delaware limited liability company and successor by merger to Engineered Controls, Inc. (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 6, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Grantor thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien on or security interest in shall be deemed granted in any "intent to use" Trademark applications for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor 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,

ENGINEERED CONTROLS INTERNATIONAL,
LLC, a Delaware limited liability company, as
Grantor

By: 
Name: Gary Boone
Title: Chief Executive Officer



ACCEPTED AND AGREED
as of the date first above written:





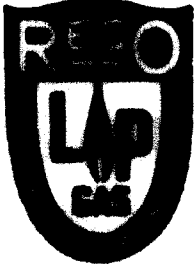

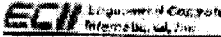
GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: *Amy L. Krebs*
Name: *Amy L. Krebs*
Its: Duly Authorized Signatory





SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Applications and Registrations

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
MULTIPORT	U.S. Federal	76/056615 5/25/2000	2705877 4/15/2003
REGULOK	U.S. Federal	76/013318 3/30/2000	2427108 2/6/2001
MASTER DISTRIBUTOR REGO PRODUCTS AUTHORIZED SALES, SERVICE, & SUPPORT 	U.S. Federal	75/633260 2/3/1999	2309303 1/18/2000
REGO	U.S. Federal	74/290748 7/2/1992	1757986 3/16/1993
ECII	U.S. Federal	74/271463 5/1/1992	1740862 12/22/1992
MULTIBONNET	U.S. Federal	73/774625 1/13/1989	1594855 5/8/1990
MULTIVALVE	U.S. Federal	73/483137 6/1/1984	1353774 8/13/1985
REGO 	U.S. Federal	73/046609 3/13/1975	1031202 1/27/1976
ROTOGAGE	U.S. Federal	72/186141 2/6/1964	0778751 10/20/1964
FLOMATIC	U.S. Federal	72/186050 2/5/1964	0788933 5/4/1965
CHEK-LOK	U.S. Federal	72/038971 10/16/1957	0674424 2/24/1959
REGO	Argentina	2926837 7/1/2009	
REGO	Argentina	2428290 4/30/2003	2014086 3/7/2005
REGO (& DESIGN 3)	Argentina		1857700 01/11/2002
REGO (& DESIGN 3)	Argentina		1876399 06/14/2002
REGO	Australia	128828 8/16/1956	128828 8/16/1956
REGO	Australia	128827 8/16/1956	128827 8/16/1956
REGO	Austria	4354/92 9/7/1992	147953 7/1/1993
REGO	Austria	2457/66	59145 3/28/1967
REGO	Benelux	558302 11/9/1971	R76512
REGO	Benelux	558301 11/9/1971	R76511
REGO	Brazil	814663583 2/21/1989	814663583 5/29/1990

Mark	Registration	Serial No./ Date	Reg. No./ Date
REGO	Brazil	814663575 2/21/1989	814663575 5/29/1990
REGO 	Brazil	002736853 4/8/1954	002736853 10/12/1962
REGO 	Brazil	002458454 1/30/1950	002458454 1/30/1960
REGO 	Brazil	002825848 5/17/1949	002825848 8/17/1953
MASTER DISTRIBUTOR REGO PRODUCTS & Design <i>Master Distributor</i> 	Canada	1024457 8/3/1999	TMA551710 9/27/2001
A SHIELD DEVICE WITHIN WHICH APPEAR THE ... FLAME 	Canada	0209399 11/13/1950	UCA038286 11/13/1950
REGO	Canada	0181873 12/7/1942	UCA017691 12/7/1942
REGO	Chile	563815 11/15/1989	563815 11/15/1989
REGO	China	6444888 12/18/2007	
REGO	China	6444885 12/18/2007	
REGO	China	6444886 12/18/2007	
REGO	China	6444887 12/18/2007	
GODDARD 	China	6444889 12/18/2007	6444889 3/14/2010
ECII ENGINEERED CONTROLS INTERNATIONAL INC 	China	6444890 12/18/2007	6444890 4/21/2010
REGO	Colombia		25777 08/18/1949
REGO	Colombia		25777C 08/18/1949
REGO	Colombia		25777A 08/18/1949
REGO	Colombia		25777B 08/18/1949
REGO	Community Trademarks	818914 5/8/1998	818914 4/25/2000

REGO	Country	Serial No./ Filing Date	Reg. No./ Reg. Date
REGO	Denmark	VA0038621962 11/13/1962	VR0036431964 11/28/1964
MULTI VALVE MULTIVALVE	France	INPI111345 2/17/1989	N1515049
REGO	France	INPI908557 2/23/1988	N1451254
REGO	Germany	B28675 2/27/1963	816291 2/23/1966
REGO	Greece	08/21/1965	33963 07/18/1966
REGO	India	12/31/1962	213038 12/31/1962
REGO	Ireland	105920B 8/27/1981	105920B
REGO	Ireland	105921B 8/27/1981	105921B
REGO	Israel	10/15/1956	15648 10/15/1956
REGO	Israel	10/15/1956	15649 10/15/1956
REGO	Israel	10/15/1956	15650 10/15/1956
REGO	Italy	RM/2004/4961 9/1/2004	1096971 2/25/2008 (previously Reg. No. 699173)
CHEK-LOK	Italy	MI/2002/6596 6/26/2002	1005583 4/27/2006
CHEK-LOK	Mexico	299713 6/27/1997	555538 7/31/1997
REGO	Mexico		48029 09/02/1944
REGO	Mexico		48028 09/02/1944
REGO (& DESIGN 2)	Mexico	6984 03/12/1986	342611 02/10/1988
REGO (& DESIGN 2)	Mexico	6987 03/12/1986	336011 11/12/1987
REGO (& DESIGN 2)	Mexico	6988 03/12/1986	326706 06/16/1987
REGO (& DESIGN 2)	Mexico	03/12/1986	351538 08/15/1988
REGO (& DESIGN 2)	Mexico	03/12/1986	324802 08/15/1988
REGO (& DESIGN 2)	Mexico	03/12/1986	340691 08/15/1988
REGO	New Zealand	59073 11/7/1956	59073 3/17/1959
REGO	New Zealand	59075 11/7/1956	59075 3/17/1959
REGO	New Zealand	59074 11/7/1956	59074 3/17/1959
REGO	New Zealand	59076 11/7/1956	59076 3/17/1959
REGO	New Zealand	58476 7/11/1956	58476 8/6/1958
REGO	Norway	78684 2/18/1963	68002 2/3/1966

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date
REGO	Peru		33310 06/02/1950
REGO	Peru		33309 06/02/1950
REGO	Peru		33311 06/02/1950
REGO	Philippines	55128 01/09/1984	55128 05/28/1993
REGO	Portugal	252507MNA 1/11/1989	252507MNA 6/11/1992
REGO (STYLIZED)	Portugal		118843 02/06/1965
REGO	South Africa	6238103 11/08/1966	6238103 11/08/1966
REGO	South Africa	6238102 11/08/1966	6238102 11/08/1966
REGO	South Africa	6238101 11/08/1962	6238101 11/08/1962
REGO	South Africa	772300 06/02/1977	772300 06/01/1977
REGO	South Africa	772298 06/02/1977	772298 06/02/1977
REGO	South Africa	772297 06/02/1977	772297 06/02/1977
REGO	South Korea	40-1990-0011350 4/24/1990	4002254430000 11/7/1991
REGO	South Korea	40-1990-0011351 4/24/1990	4002283700000 12/17/1991
REGO	Spain	1566143M1 5/4/1990	1566143M1 3/5/1993
REGO	Spain	444141M 3/24/1964	444141M 2/1/1965
REGO	Sweden	1988/07493 9/6/1988	219824 12/7/1990
REGO	Switzerland	2/18/1983	P-324134
REGO	Taiwan		482301 04/15/1990
rego	Turkey	98/001290 2/5/1998	195547
REGO 	United Kingdom	693863 11/15/1950	693863
REGO 	United Kingdom	683053 10/10/1949	683053
REGO 	United Kingdom	674439 11/15/1948	674439
REGO 	United Kingdom	661173 7/29/1947	661173
REGO	United Kingdom	437037 5/10/1923	437037

REGO	United Kingdom	435658 3/27/1923	435658
REGO	Uruguay	256654 09/07/1992	256654 08/06/1993
REGO (& DESIGN 3)	Uruguay	254018	254018 04/23/1993
REGO	Venezuela	02/17/1950	22120 02/17/1950