

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Release Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Merrill Lynch Capital Corporation		12/20/2012	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	Amtrol Inc
<b>Street Address:</b>	1400 DIVISION ROAD
<b>City:</b>	West Warwick
<b>State/Country:</b>	RHODE ISLAND
<b>Postal Code:</b>	02893
<b>Entity Type:</b>	CORPORATION: RHODE ISLAND

**PROPERTY NUMBERS Total: 34**

Property Type	Number	Word Mark
Registration Number:	0731732	FILL-TROL
Registration Number:	0843060	EXTROL
Registration Number:	0871142	AT
Registration Number:	0877254	WELL X TROL
Registration Number:	1307919	CHAMPION
Registration Number:	1319208	MINI-TROL
Registration Number:	1322022	THERM-X-TROL
Registration Number:	1324330	DIATROL
Registration Number:	1326576	AMTROL PRESSURISER
Registration Number:	1336500	PURGER-TROL
Registration Number:	1351556	HOT WATER MAKER
Registration Number:	1479524	
Registration Number:	1488302	WEL-FLO
Registration Number:	1623517	SPACE SAVER

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Registration Number:	1676682	WATER SPRITE
Registration Number:	1677499	TECTONICS
Registration Number:	1706536	WATER WORKER
Registration Number:	1834409	ISOBAR
Registration Number:	1899774	THERM-X-SPAN
Registration Number:	2000797	FIRST LUBE
Registration Number:	2062700	PRO ACCESS
Registration Number:	2604069	AMTROL
Registration Number:	2623669	AT
Registration Number:	2623674	A T
Registration Number:	2736440	H2OW-TO
Registration Number:	2738419	AMTROL STORAGE MATE
Registration Number:	2999036	FIRE-X-TROL
Registration Number:	3140012	ARMOR-TROL
Registration Number:	3155116	COMET
Registration Number:	3165089	RADIANT EXTROL
Registration Number:	3166307	AMTROL R DIGITAL CONTROL BY AMTROL
Registration Number:	3235508	WATERSOFT
Registration Number:	1319229	PROVECTR
Registration Number:	3317425	BOILERMATE

**CORRESPONDENCE DATA**

Fax Number: 6173459020  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 617-345-9000  
Email: cheinselmann@haslaw.com  
Correspondent Name: Hinckely Allen & Synder LLP  
Address Line 1: 28 State Street  
Address Line 2: Andrea J. Mealey  
Address Line 4: Boston, MASSACHUSETTS 02109-1775

ATTORNEY DOCKET NUMBER:	0149698/0149698
NAME OF SUBMITTER:	Andrea J. Mealey
Signature:	/ajm/
Date:	03/25/2013

Total Attachments: 9

**TRADEMARK**  
**REEL: 004989 FRAME: 0537**

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**RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Release") is made as of December 20, 2012 (the "Effective Date") by Merrill Lynch Capital Corporation, as collateral agent (in such capacity, the "Agent"), in favor of Amtrol Inc. (the "Borrower") and each of the grantor parties identified on the signature page hereto (each, together with the Borrower, the "Grantors").

**WHEREAS**, pursuant to the terms and conditions of that certain Second Lien Security Agreement, dated as of June 20, 2007, between the grantors party thereto and the Agent, the Second Lien Patent Security Agreement between the grantors party thereto and the Agent, dated as of June 20, 2007 (the "Patent Security Agreement"), the Second Lien Trademark Security Agreement between the grantors party thereto and the Agent, dated as of June 5, 2007 (the "Trademark Security Agreement") and the Second Lien Copyright Security Agreement between the grantors party thereto and the Agent, dated as of June 20, 2007 (the "Copyright Security Agreement"), each of the Grantors pledged, assigned and granted to the Agent a continuing security interest in all of its right, title and interest in and to certain collateral including, without limitation, (a) the trademark registrations and applications set forth on Schedule I hereto, along with the goodwill associated therewith (collectively, the "Trademarks"), (b) the patents and patent applications set forth on Schedule II hereto (collectively, the "Patents") and (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations set forth in Schedule III hereto and exclusive copyright licenses (collectively, the "Copyrights");

**WHEREAS**, the Patent Security Agreement was recorded with the Trademark Division of the U.S. Patent & Trademark Office on January 29, 2009, at Reel 022162 and Frame 0756;

**WHEREAS**, the Trademark Security Agreement was recorded with the Patents Division of the U.S. Patent & Trademark Office on February 2, 2009, at Reel 003933 and Frame 0846;

**WHEREAS**, the Copyright Security Agreement was recorded with U.S. Copyright Office on January 30, 2009, at Volume 3570 and Document 952;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby, without any warranty or recourse of any kind, terminates the Security Agreement, and hereby terminates, cancels, re-pledges, re-signs and releases any and all security interests it has against the Trademarks, the Patents and the Copyrights.

If and to the extent the Agent has acquired any right, title or interest to any of the Trademarks, the Patents or the Copyrights, it hereby re-assigns and re-transfers such rights, title or interest to their respective Grantors.

The Agent shall take all further actions, and provide to the Grantors and their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantors, at the Grantors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

**IN WITNESS WHEREOF**, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

BANK OF AMERICA, N.A. (AS SUCCESSOR  
TO MERRILL LYNCH CAPITAL  
CORPORATION),  
as Collateral Agent,

By:   
Name: Erik M. Truette  
Title: Assistant Vice President

Grantor:


Amtrol Licensing Inc.




[Signature Page to Release of 2<sup>nd</sup> Lien Intellectual Property Security Agreement]

**TRADEMARK**  
**REEL: 004989 FRAME: 0541**

**SCHEDULE I**  
to  
**RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**TRADEMARKS AND TRADEMARKS 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	03/08/1988	AMTROL Licensing Inc.	Registered – Renewal due 03/08/2008

Mark	Registration No.	Registration Date	Owner	Status
				
WEL-FLO and Design <b>WEL-FLO</b>	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
H2OW-TO (Styl-	2,736,440	07/15/2003	AMTROL	Registered –



Mark	Registration No.	Registration Date	Owner	Status
ized) H <sub>2</sub> OW-TO			Licensing Inc.	Section 8&15 due 07/15/2009
AMTROL STORAGEMATE	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
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 	3,166,307	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
PROVETR	1,319,229	Feb 12, 1985	AMTROL Licensing Inc.	Renewed
BOILERMATE	3,317,425	10/23/2007	AMTROL Inc.	Registered

**SCHEDULE II**  
**to**  
**RELEASE OF INTELLECTUAL PROPERTY AGREEMENT**  
**PATENTS AND PATENT APPLICATIONS**

**Patent Registrations:**

TITLE	PATENT NUMBER	ISSUE DATE
Non-refillable valve for pressurized containers	4,813,575	3/21/1989
Integral diaphragm-liner bladder for hydro-pneumatic tank	4,836,409	6/6/1989
Non-refillable packless valve for pressurized containers	4,921,214	5/1/1990
Non-refillable cylinder valve for returnable cylinders	5,036,876	8/6/1991
Sanitary locking lip split well seal	5,111,879	5/12/1992
Non-refillable valve	5,295,502	3/22/1994
Expansion tank	5,386,925	2/7/1995
Non-metallic pressure vessel fitting	5,551,590	9/3/1996
Valve for a non-refillable pressurized container	6,957,799	10/25/2005
Mobile prepressurized diaphragm type fluid storage tank	7,032,628	4/25/2006
Non-metallic expansion tank with internal diaphragm and clamping device for same	7,216,673	5/12/2007
Valves for pressurized containers	5,657,790	8/19/1997
Valves for pressurized containers	5,794,660	8/18/1998
Method and apparatus for increasing acceptance and adjusting the rate of pressure variations within a prespecified range in pre-charged fluid storage systems	5,778,679	7/14/1998
Handle	D460519	7/16/2002
Heat recovery system	5,758,820	6/2/1998
Transportable gas cylinder	D566,807	4/15/2008
Handle for a portable gas cylinder	D559,348	1/8/2008
A corrosion resistant expansion tank	08/602,249	2/15/1996
Full jacket gas cylinder	6,386,384	5/14/2002
Pre-lubrication system for reducing engine wear	5,197,424	03/03/1993
Hybrid pressure vessel with separable jacket	7,225,245	8/14/2007

TITLE	PATENT NUMBER	ISSUE DATE
Hybrid pressure vessel with separable jacket	7,699,188	4/20/2010
Lined pressure vessel and connector therefor	7,287,663	10/30/2007

**SCHEDULE III**  
**to**  
**RELEASE OF INTELLECTUAL PROPERTY AGREEMENT**  
**COPYRIGHTS AND COPYRIGHT APPLICATIONS**

**Copyright Registrations:**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Created</b>	<b>Owner</b>	<b>Notes</b>
Hydronic system balancing	TXu-380-437	August 9, 1989	1989	AMTROL Licensing Inc.	Balancing with Bal-Trol
BAL-TROL proportional balancing computer program II	TXu-395-149	August 8, 1989	1989	AMTROL Licensing Inc.	Printout
BAL-TROL proportional balancing computer program I	TXu-395-150	August 8, 1989	1989	AMTROL Licensing Inc.	Printout