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04-09-2004



102717861

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Maple Chase Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Deutsche Bank AG, London
Internal
Address: Winchester House Attn: Sean Malone
Street Address: 1 Great Winchester Street
City: London State: UK Zip: EC2 2 EQ

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Germany
 Other _____

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)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 1, 2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 none

B. Trademark Registration No.(s) _____
 See Attached Schedule A

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Adam M. Grandy, Legal Assistant
 Internal Address: c/o Palmer & Dodge LLP

 Street Address: 111 Huntington Avenue
 at Prudential Center


 City: Boston State: MA Zip: 02199

6. Total number of applications and registrations involved: **7**

7. Total fee (37 CFR 3.41).....\$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 16/0085

DO NOT USE THIS SPACE

9. Signature.
 Adam M. Grandy  April 2, 2004
 Name of Person Signing Signature Date

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

04/08/2004 BYRNE 00000030 1410238
01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

MAPLE CHASE COMPANY

SCHEDULE A

4.A. Trademark Application Numbers:

None

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Filing Date
MAPLE CHASE	1,410,238/73-583,741	19 February 86
ENERGENUIS	1,410,240/73-583,909	20 February 86
CODE ONE	1,574,600/73-802, 084	23 May 89
FIREX	1,588,614/73-802,085	23 May 89
AIR-GUARD	1,948,956/74-635,877	17 February 95
MAPLE CHASE	1,994,716/74-635,675	17 February 95
HVACSOURCE	2,512,559/76-215, 085	23 February 01

TRADEMARK SECURITY AGREEMENT

WHEREAS:

- (A) Maple Chase Company (the **Grantor**), a Delaware corporation whose principal place of business is located at Invensys Climate Controls Americas, 191 E. North Avenue, Carol Stream, IL 60188, is the owner and user of the United States registered trademarks and/or the trademark applications listed on the attached Schedule A (collectively, the **Trademarks**);
- (B) The Grantor has entered into:
- (1) the Pledge and Security Agreement dated March 5, 2004 (as amended, modified and supplemented from time to time, the **Pledge and Security Agreement**) between the Grantor and Deutsche Bank AG London, as security agent (the **Security Agent**) for and on behalf of the Secured Creditors (as defined in the Pledge and Security Agreement), pursuant to which the Grantor has granted to the Security Agent for the benefit of the Secured Creditors a security interest in, among other things, the Trademarks;
 - (2) the Senior Credit Facilities Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Senior Credit Facilities Agreement**) among the Grantor, the Security Agent and the other Senior Finance Parties (as defined in the Pledge and Security Agreement); and
 - (3) the Second Lien Credit Agreement dated as of March 5, 2004 (as amended, modified and supplemented from time to time, the **Second Lien Credit Agreement**, and together with the Senior Credit Facilities Agreement, collectively, the **Facilities Agreements**) among the Grantor, the Security Agent and the other Second Lien Finance Parties (as defined in the Pledge and Security Agreement).
- (C) The parties to the Pledge and Security Agreement and the Facilities Agreements contemplate and intend that, if an Event of Default (as defined in the Pledge and Security Agreement) shall occur and be continuing, the Security Agent, for the benefit of the Secured Creditors, shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Pledge and Security Agreement and the Facilities Agreements in connection with all of the Grantor's right, title and interest in the Trademarks;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. The Grantor hereby reconfirms the terms of the Pledge and Security Agreement and the Facilities Agreements. The Grantor further hereby pledges and mortgages to the Security Agent, and grants to the Security Agent, for the benefit of the Secured Creditors, a security interest in, all of the Grantor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Grantor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the **Trademark Collateral**).

2. The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Grantor pursuant to this Trademark Security Agreement secures the payment of all Secured Liabilities (as defined in the Pledge and Security Agreement) now or hereafter existing under or in respect of the Pledge and Security Agreement and the Facilities Agreements.
3. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Trademark Security Agreement.
4. This Trademark Security Agreement has been entered into in connection with the Pledge and Security Agreement and the Facilities Agreements, and the Grantor and the Security Agent each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Security Agent with respect to the Trademark Collateral are more fully set forth in the Pledge and Security Agreement and the Facilities Agreements, the terms and provisions of which are incorporated herein by reference.
5. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.
6. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the 1 day of April, 2004.

Grantor

MAPLE CHASE COMPANY

By: 

Name: Jules Jay Morris

Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:

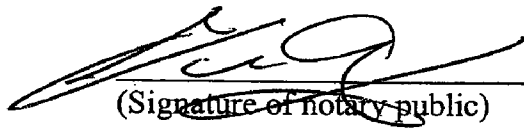
Name:

Title:

Commonwealth of Massachusetts

County of Suffolk

On this 1st day of April, 2004, before me personally appeared Jules Jay Morris, the person who signed this instrument and who acknowledged that he signed it as a free act on behalf of Maple Chase Company, with authority to do so.



(Signature of notary public)

My commission expires: 4/4/2008

IN WITNESS WHEREOF, the Grantor and the Security Agent have caused this Trademark Security Agreement to be duly executed as a sealed instrument and delivered by its officer thereunto duly authorized as of the ___ day of April, 2004.

Grantor

MAPLE CHASE COMPANY

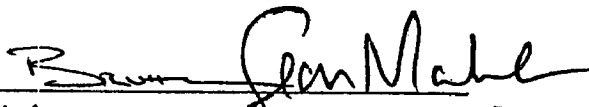
By:

Name: Jules Jay Morris
Title: Vice President and Chief Intellectual
Property Counsel

Security Agent

DEUTSCHE BANK AG LONDON, as Security
Agent for and on behalf of the Secured Creditors

By:



Name: J. BRUHL S. MALONE
Title: authorized signatories

SCHEDULE A**Trademarks****MAPLE CHASE COMPANY**

Trade Mark	Registration Number/ Application Number	Filing Date	Registration Date
MAPLE CHASE	1,410,238/73-583,741	19 February 86	23 September 86
ENERGENUIS	1,410,240/73-583,909	20 February 86	23 September 86
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HVACSOURCE	2,512,559/76-215, 085	23 February 01	27 November 01

PALMER & DODGE LLP

111 HUNTINGTON AVENUE AT PRUDENTIAL CENTER
BOSTON, MA 02199-7613

ADAM M. GRANDY
617.239.0632
agrandy@palmerdodge.com

April 5, 2004

Via Overnight Mail

Commissioner of Patents & Trademarks
United States Patent and Trademark Office
Box Assignments
Washington, D.C. 20231

Re: Maple Chase Company

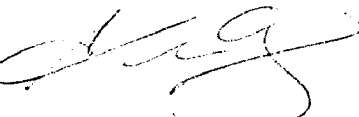
Dear Sir/Madam:

I have enclosed for recording a Trademark Security Agreement between Maple Chase Company and Deutsche Bank AG, London.

A cover sheet as required under 37 C.F.R. §3.31 and a check to cover the recording fee is enclosed. If the fee is insufficient, the balance may be charged to the deposit account of the undersigned, Deposit Account No. 16/0085.

Also, enclosed is an extra copy of the recordation form cover sheet. Please stamp it as received and return it to my attention in the prep-paid envelope. Please feel free to contact me with any questions or comments.

Regards,



Adam M. Grandy
Legal Assistant

Enclosures

cc: Matthew V.P. McTygue, Esq.