

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
Tranter Radiator Products, Inc.		12/15/2004	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	BUSINESS ALLIANCE CAPITAL CORP.		
Street Address:	214 Carnegie Center, Suite 302		
City:	Princeton		
State/Country:	NEW JERSEY		
Postal Code:	08540		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	757773	FLEXOPLATE	
CORRESPONDENCE DATA			
Fax Number:	(816)983-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	816-983-8667		
Email:	mramsey@blackwellsanders.com		
Correspondent Name:	MARSHA RAMSEY		
Address Line 1:	4801 Main Street, Suite 1000		
Address Line 4:	Kansas City, MISSOURI 64112		
NAME OF SUBMITTER:		Bruce Campbell	
Signature:		/Bruce Campbell/	
Date:		01/14/2005	

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Total Attachments: 5
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

WHEREAS, Tranter Radiator Products, Inc., a Delaware corporation ("Tranter"), located and doing business at 1 Tranter Drive, Edgefield, South Carolina 29824, is the owner of the patents (the "Patents"), and trademarks, trade dress, service marks and trade names (the "Trademarks") listed in Exhibit A hereto, some of which are registered in the United States Patent and Trademark Office.

WHEREAS, Business Alliance Capital Corp., a Delaware corporation ("BACC"), located and doing business at 214 Carnegie Center, Suite 302, Princeton, New Jersey 08540, has extended and may hereafter extend credit to Tranter, and Tranter has executed and delivered to BACC a revolving credit master promissory note dated December 15, 2004 (as amended, modified, renewed, extended or substituted from time to time, the "Note") evidencing the present and future advances of credit by BACC to Tranter and Tranter may in the future execute and deliver to BACC other notes evidencing the advances of credit by BACC to Tranter; and

WHEREAS, Tranter has executed and delivered to BACC a Loan and Security Agreement dated December 15, 2004 (as amended or modified from time to time the "Loan Agreement") pursuant to which it grants to BACC a security interest in substantially all assets of Tranter to secure all of Tranter's Obligations (as defined in the Loan Agreement) to BACC and Tranter may hereafter execute and deliver to BACC other similar security agreements; and

WHEREAS, in order to further secure Tranter's present and future Obligations (as defined in the Loan Agreement) to BACC, Tranter wishes to grant to BACC a security interest in the Collateral and the goodwill and certain other assets with respect to the Collateral, as further set forth herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Tranter, as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to BACC pursuant to the Loan Agreement, hereby grants to BACC a security interest in all of Tranter's right, title and interest in:

- (a) the Patents and Trademarks;
- (b) all right of action, claims for damages, profits and costs, all other demands for any sum or sums of money whatsoever which it has or may have either at law or in equity, against any and all persons, firms, corporations and associations by reason of claims of infringement upon said Patents and Trademarks.
- (c) all existing and future patents, registrations and applications for the protection of inventions and designs hereafter acquired by, granted to, or filed by Tranter which are based upon, derived from or are variations of any invention or designs disclosed in the Patents (the "Future Patents");
- (d) all extensions, renewals, and continuations, reissues, divisions, and continuations-in-part of the Patents and Future Patents;

(e) all proceeds, including without limitation, license royalties and proceeds of infringement suits, based on the Trademarks, Patents and Future Patents;

(f) all licenses and other agreements relating to the Trademarks, Patents and Future Patents and the use thereof;

(g) all Trademarks, Trademark registrations, Trademark registration applications (except for U.S. "intent to use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, unless and until an Amendment to Allege Use or a Statement of Use under Sections 1(c) and 1(d) of said Act has been filed), formulae, processes, compounds, methods, know-how, and trade secrets relating to the manufacture of Tranter's products under, utilizing, or in connection with the Patents and Future Patents; and

(h) all goodwill of Tranter's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

1. Amendments. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by both parties hereto.

2. Release. At such time as Tranter shall have completely satisfied all of the Obligations, BACC will, at Tranter's request, execute and deliver to Tranter all deeds, releases and other instruments as may be necessary or proper to terminate the security interest granted hereunder, subject to disposition thereof which may have been made by BACC pursuant to the Loan Agreement.

3. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, and shall not in any manner affect any other clause or provision in any jurisdiction.

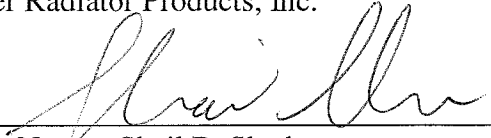
4. Notices. All notices, requests and demands to or upon Tranter or BACC under this Agreement shall be given in the manner prescribed in the Loan Agreement.

5. Governing Law. This Agreement shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of New Jersey and the United States of America as applicable..

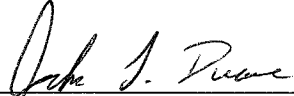
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IN WITNESS WHEREOF, the parties have entered into this Intellectual Property Security Agreement on this ____ day of December, 2004.

Tranter Radiator Products, Inc.

By: 
Name: Shail B. Sheth
Title: President

ATTEST:


Name: John T. Deane
Title:

Business Alliance Capital Corp.

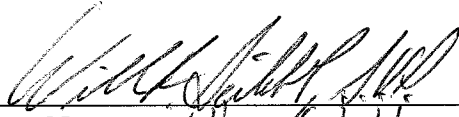
By: 
Name: Will R. Spalding
Title: S.R. Vice President

Exhibit A

Trademarks

<u>Mark</u>	<u>Registration/Serial Number</u>
FLEXOPLATE	757773 (U.S.)
FLEXOPLATE	137438 (Canada)
FLEXOPLATE	864646 (Germany)

Patents

<u>Title</u>	<u>Patent/Application Number</u>
None.	

