

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:	C3 Capital Partners, LP		
Street Address:	4520 Main Street, Suite 1600		
City:	Kansas City		
State/Country:	MISSOURI		
Postal Code:	64111		
Entity Type:	LIMITED PARTNERSHIP: 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: 7
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COLLATERAL ASSIGNMENT
(Security Agreement)

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

WHEREAS, C3 Capital Partners, LP, a Delaware limited partnership ("Assignee"), located and doing business at 4520 Main St., Ste. 1600, Kansas City, MO 64111, has extended and may hereafter extend credit to Assignor, and Assignor and Buckingham TRP, Inc. ("TRP") have executed and delivered to Assignee a Subordinated Note 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 Assignee to Assignor and TRP and Assignor and TRP may in the future execute and deliver to Assignee other notes evidencing the advances of credit by Assignee to Assignor; and

WHEREAS, Assignor, TRP and Buckingham TRP Holding, LLC have executed and delivered to Assignee a Securities Purchase Agreement dated December 15, 2004 (as amended or modified from time to time the "Loan Agreement") pursuant to which Assignor grants to Assignee a security interest in substantially all assets of Assignor, TRP and Buckingham TRP Holding, LLC to secure all of Assignor's Obligations (as defined in the Loan Agreement) to Assignee and Assignor may hereafter execute and deliver to Assignee other similar security agreements; and

WHEREAS, in order to further secure Assignor's present and future Obligations (as defined in the Loan Agreement) to the Assignee, Assignor wishes to grant to Assignee 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, Assignor as additional security for the full payment and performance of the Obligations, and to further evidence the security interest granted to the Assignee pursuant to the Loan Agreement, hereby assigns, sells, transfers, and conveys to Assignee and grants to Assignee a security interest in all of Assignor'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 Assignor 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 1b of the Lanham

Act, unless and until an Amendment to Allege to 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 Assignor's and under products under, utilizing, or in connection with the Patents and Future Patents; and

(h) all goodwill of Assignor'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."

AND Assignor and Assignee agree as follows:

1. Assignor's Obligations. Assignor agrees that, notwithstanding this Assignment, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Assignee shall have no obligation or liability in connection with the Collateral or any licenses or agreements relating thereto by reason of this Assignment or any payment received by Assignee relating to Collateral, nor shall Assignee be required to perform any covenant, duty, or obligation or Assignor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

Assignor shall have the obligation to maintain, preserve or renew the Patents and Trademarks except, in its discretion in the ordinary course of business, and take any action to prohibit the infringements or unauthorized use of same by any third party. Assignee shall have no obligation to maintain, preserve or renew the Patents and Trademarks, or to take any action to prohibit the infringements or unauthorized use of same by any third party.

2. Use Prior to Default. Unless and until an Event of Default under, and as defined in or under the Loan Agreement, or under any future note in favor of Assignee, shall occur and be continuing, Assignor shall retain the legal and equitable title to the Patents and Trademarks and shall have the right to use the Collateral and make, and use the inventions disclosed and claimed in the Patents in the ordinary course of its business, subject to the terms and covenants of the Loan Agreement, and this Assignment.

3. Remedies Upon Default. Whenever any Event of Default, under, and as defined in, the Loan Agreement or under any future note evidencing the Obligations, shall occur and be continuing, Assignee shall have all the rights and remedies granted to it in such event by the Loan Agreement or security agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof. Assignee in such event may collect directly any payments due to Assignor in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Loan Agreement or in any security agreement by Assignor in favor of Assignee. Assignor agrees that, in the event of any disposition of the Collateral upon any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Patents and Trademarks and Tradenames. In the event Assignor fails or refuses to execute and deliver such documents, Assignor hereby irrevocably appoints Assignee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on Assignor's behalf. For the purpose of enabling Assignee to exercise rights and remedies upon any such Event of Default, Assignor hereby grants to Assignee an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Assignor) to use, assign, license, or sub-license any of the Collateral, now owned or hereafter acquired by Assignor, and wherever the same may be located. Notwithstanding the foregoing, any rights granted herein to Assignee are subject to the terms of the inter-creditor agreement, dated as of the date hereof between Assignee, Business Alliance Capital Corp. and Assignor.

4. Cumulative Remedies. The rights and remedies provide herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Loan Agreement or any other agreement or instrument delivered in connection therewith.

5. Amendments and Waivers. This Assignment may not be modified, supplemented or amended, or any of its provisions waived at the request of Assignor, without the prior written consent of Assignee.

6. Reassignment. At such time as Assignor shall completely satisfy all of the Obligations, Assignee will, at Assignor's request, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest Assignor full title to the Collateral, subject to disposition thereof which may have been made by Assignee pursuant hereto.

7. Severability. If any clause or provision of this Assignment 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.

8. Notices. All notices, requests and demands to or upon Assignor or Assignee under this assignment shall be given in the manner prescribed in the Loan Agreement.

9. Governing Law. This Assignment shall be governed by, construed, applied and enforced in accordance with the substantive laws of the State of Delaware and the United States of America as applicable..

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 15 day of December, 2004.

Tranter Radiator Products, Inc.

By: [Signature]
Name:
Title:

Buckingham TRP, Inc.

By: [Signature]
Name:
Title:

Buckingham TRP Holding, LLC

By: [Signature]
Name:
Title:

ATTEST:

[Signature]
Name: John T. Duane
Title:

C3 Capital Partners, LP

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have entered into this Collateral Assignment on this 15th day of December, 2004.

Tranter Radiator Products, Inc.

By: _____
Name:
Title:

Buckingham TRP, Inc.

By: _____
Name:
Title:

Buckingham TRP Holding, LLC

By: _____
Name:
Title:

ATTEST:

Name:
Title:

C3 Capital Partners, LP

By: RLS Jr
Name: Robert L. Smith
Title: Manager

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.	

STATE OF NEW YORK :
 : SS.
COUNTY OF NEW YORK :

Before me this 15th day of December, 2004, personally appeared the above named Shail B. Sheth, to me personally known, and acknowledged to me that he is President of Tranter Radiator Products, Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation.



WILBERT DAVIS
Notary Public, State of New York
No. 01DA6011686
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Aug. 10, 2006

STATE OF NEW YORK :
 : SS.
COUNTY OF NEW YORK :

Before me this 15th day of December, 2004, personally appeared the above named Shail B. Sheth, to me personally known, and acknowledged to me that he is President of Buckingham TRP, Inc., and acknowledged the foregoing instrument to be the free act and deed of said corporation.



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