

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Amendment and Ratification of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Proliance International, Inc.		02/28/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wachovia Capital Finance Corporation (New England)
Street Address:	One Post Office Square, Suite 3600
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02109
Entity Type:	CORPORATION: MASSACHUSETTS

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	1083409	G & O
Registration Number:	1689838	ULTRA-FUSED
Registration Number:	1784031	G&O
Registration Number:	2782707	TRANSPRO
Registration Number:	1292081	READY AIRE
Registration Number:	2980626	READY-AIRE
Registration Number:	1103835	READY-RAD
Registration Number:	1768567	GDI
Registration Number:	1769970	GO/DAN INDUSTRIES
Registration Number:	1771336	READY-CORE
Registration Number:	1769969	LEMASTER ADAPTER
Registration Number:	1930965	HEATBUSTER
Registration Number:	3052709	TRUCK TOUGH
Registration Number:	1998980	AIR PRO QUALITY PARTS

CH \$465.00 1083409

Serial Number:	76623844	TRACTOR TOUGH
Serial Number:	76635987	HBX
Serial Number:	76668472	E-RING
Serial Number:	76662337	HBX

CORRESPONDENCE DATA

Fax Number: (617)856-8201

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 617-856-8145

Email: ip@brownrudnick.com

Correspondent Name: Mark S. Leonardo

Address Line 1: One Financial Center

Address Line 2: Brown Rudnick Berlack Israels LLP

Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	15906/116
NAME OF SUBMITTER:	Mark S. Leonardo
Signature:	/s/Mark S. Leonardo/
Date:	03/13/2007

Total Attachments: 5

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**FIRST AMENDMENT AND RATIFICATION OF TRADEMARK SECURITY
AGREEMENT**

This FIRST AMENDMENT AND RATIFICATION OF TRADEMARK SECURITY AGREEMENT (this "Amendment") dated as of February 28, 2007, by and between Wachovia Capital Finance Corporation (New England) (formerly known as Congress Financial Corporation (New England)) as agent for the benefit of the lenders from time to time party to the Loan Agreement (hereinafter defined) and, for certain purposes, the Bank Product Providers (as defined in the Loan Agreement) (in such capacity, "Agent") and Proliance International, Inc. (formerly known as Transpro, Inc.) ("Company"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement (hereinafter defined).

WHEREAS, Company and Wachovia Capital Finance Corporation (New England) (formerly known as Congress Financial Corporation (New England)) ("Wachovia") entered into that certain Trademark Security Agreement dated as of January 4, 2001 (as amended to date, and as may be further amended, restated, modified and/or supplemented from time to time, the "Trademark Security Agreement");

WHEREAS, Company and Ready Aire, Inc. (formerly known as Evap, Inc.) have requested that that certain Loan and Security Agreement dated as of January 4, 2001 by and between Company, Ready Aire, Inc. and Wachovia (as amended to date, the "Initial Loan Agreement") be amended, restated and replaced by that certain Amended and Restated Loan and Security Agreement, dated as of February 28, 2007 by and between Company, Ready Aire, Inc., Aftermarket Delaware Corporation, Aftermarket LLC, the lenders from time to time party thereto (each individually, a "Lender" and collectively, "Lenders") and Agent (as hereafter amended, restated, modified and/or supplemented from time to time, the "Loan Agreement");

WHEREAS, Agent and Lenders have agreed to the foregoing provided that, among other conditions, Company agrees to amend the Trademark Security Agreement in accordance with the provisions hereof.

NOW THEREFORE, Wachovia, Agent and Company agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Wachovia hereby assigns its right, title and interest in and to the Trademark Security Agreement to Agent and Company hereby consents to such assignment. Wachovia, Company and Agent acknowledge and agree that (i) all references to "Loan Agreement" in the Trademark Security Agreement shall mean "Loan Agreement" as defined herein, (ii) all references to "Borrower" and "Transpro, Inc." in the Trademark Security Agreement shall mean "Company" as defined herein, (iii) all references to "Trademark Security Agreement" in the Trademark Security Agreement shall mean "Trademark Security Agreement" as defined herein, (iv) all references to "Secured Party" and "Congress Financial Corporation (New England)" in the Trademark Security Agreement shall mean "Agent" as defined herein; (v) all references to "Loan Documents" in the Trademark Security Agreement shall mean "Financing Agreements" as defined in the Loan Agreement; (vi) all references to "Security Agreement" in the Trademark

Security Agreement shall mean "Trademark Security Agreement" as defined herein; (vii) all references to "Code" in the Trademark Security Agreement shall mean "UCC" as defined in the Loan Agreement; (viii) Wachovia shall no longer be a party to the Trademark Security Agreement provided that Wachovia shall continue to receive the benefit of any indemnities (if any) from Company to Wachovia related to any fees, costs, expenses or other liabilities arising during the time period in which Wachovia was a party to the Trademark Security Agreement; and (ix) nothing contained herein or in the Trademark Security Agreement shall impair or adversely affect Agent's security interest in and liens upon (for the benefit of itself, Lenders and Bank Product Providers) the assets subject to the Trademark Security Agreement (assigned by Wachovia herein) which security interests are and shall be deemed perfected in such assets from the date of the Initial Loan Agreement.

(b) "Trademarks" shall include but not be limited to those set forth on Schedule A attached hereto.

2. Ratification. Company and Agent hereby ratify, confirm and approve the Trademark Security Agreement and Company acknowledges that it is unconditionally liable to Agent for the full and timely payment and/or performance of all of its obligations under the Trademark Security Agreement.

3. Continuous Nature of Representations and Warranties. Company represents that each representation and warranty set forth in the Trademark Security Agreement remains accurate, complete and not misleading in any material respect on the date hereof, except, in each case, for representations and warranties that explicitly relate to an earlier date (and, in such case, Company represents that such representation and warranty is accurate, complete and not misleading in any material respect as of such earlier date).

4. Effect of Amendment; Financing Agreements. All the terms, conditions, and provisions of the Trademark Security Agreement, as amended hereby, shall continue in full force and effect. The Trademark Security Agreement (as amended to date) shall constitute a Financing Agreement under the Loan Agreement.

5. Counterparts. This Amendment may be executed in any number of counterparts, which together shall constitute one and the same agreement.

6. Choice of Law. The validity of this Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the choice of law provisions set forth in the Loan Agreement.

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AGENT:

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as
Agent and Wachovia

By: 
Name: Willis A. Williams

Title: Vice President

COMPANY:

PROLIANCE INTERNATIONAL, INC.

By: _____
Name:

Title:

AGENT:

WACHOVIA CAPITAL FINANCE
CORPORATION (NEW ENGLAND), as
Agent and Wachovia

By: _____
Name: Willis A. Williams

Title: Vice President

COMPANY:

PROLIANCE INTERNATIONAL, INC.

By: 
Name: Richard A. Wilson

Title: VP

SCHEDULE A
TRADEMARKS

Reg. Numbers

1,083,409

1,689,838

1,784,031

2,782,707

1,292,081

2,980,626

1,103,835

1,768,567

1,769,970

1,771,336

1,769,969

1,930,965

3,052,709

1,998,980

Serial Numbers

76/623,844

76/635,987

76/668,472

76/662,337

1476144