

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
API Heat Transfer Inc.		07/11/2007	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Agent		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0853552		
Registration Number:	0932242	BASCO	
Registration Number:	1083892	OPTIDESIGN	
Registration Number:	2762061	PCR	
Registration Number:	1919561	TC	
Registration Number:	1033773	WHITLOCK	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4688		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312)577-8416		
Email:	carole.dobbins@kattenlaw.com		
Correspondent Name:	Carole Dobbins c/o Katten Muchin		
Address Line 1:	525 W. Monroe St.		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	207170-00260		

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TRADEMARK
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NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	07/12/2007
<p>Total Attachments: 8</p> <p>source=trademark security agreement#page1.tif</p> <p>source=trademark security agreement#page2.tif</p> <p>source=trademark security agreement#page3.tif</p> <p>source=trademark security agreement#page4.tif</p> <p>source=trademark security agreement#page5.tif</p> <p>source=trademark security agreement#page6.tif</p> <p>source=trademark security agreement#page7.tif</p> <p>source=trademark security agreement#page8.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 11, 2007, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of July 11, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

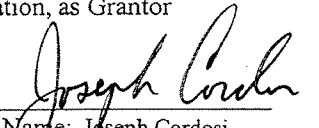
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

API HEAT TRANSFER INC., a New York corporation, as Grantor

By: 
Name: Joseph Cordosi
Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

Trademark Security Agreement

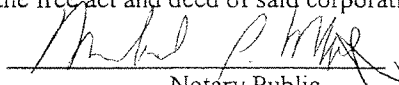
ACKNOWLEDGMENT OF GRANTOR

State of New York)

County of Erie)

ss.

On this 10th day of July, 2007, before me personally appeared Joseph Condesi, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Appl Heat Treat. Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

Michael P. Manetta
Notary Public, State of New York
No. 01MA6070002
Qualified in Erie County
My Commission Expires February 19, 2010

Trademark Security Agreement

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

API HEAT TRANSFER INC., a New
York corporation, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By:  _____
Name: **Shannon C. Fritz**
Title: **Duly Authorized Signatory**

Schedule 1

Trademark Security Agreement

(see Attached)

API HEAT TRANSFER, INC.

U.S. TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner	Notes
1.	[design]	72257123	10/25/66	0853552	07/30/68	Registered	API Heat Transfer, Inc.	1 st renewal: 07/30/88 Unreleased security interest in favor of Antares Capital Corporation recorded 07/18/05 (the "Antares TM Security Interest")
2.	BASCO	72362983	06/18/70	0932242	04/11/72	Registered	API Heat Transfer, Inc.	2 nd renewal: 03/05/02 Antares TM Security Interest
3.	OPTIDESIGN	73107718	11/26/76	1083892	01/31/78	Registered	API Heat Transfer, Inc.	1 st renewal: 02/11/98 Antares TM Security Interest
4.	PCR	75764476	07/30/99	2762061	09/09/03	Registered	API Heat Transfer, Inc.	Antares TM Security Interest
5.	TC	74580585	09/30/94	1919561	09/19/95	Registered	API Heat Transfer, Inc.	1 st renewal: 03/31/06 Antares TM Security Interest
6.	WHITLOCK	730447569	03/24/75	1033773	02/17/76	Registered	API Heat Transfer, Inc.	2 nd renewal: 02/15/06 Antares TM Security Interest

TRADEMARK

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**API HEAT TRANSFER, INC.
FOREIGN TRADEMARKS**

No.	Mark		Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner	Notes
1.	BASCO	Canada	0431569	10/30/78	TMA257489	04/10/81	Registered	API Heat Transfer Inc.	Renewed 04/19/00
2.	BASCO	U.K.	1024653	02/07/74	1024653	06/25/75	Registered Renewed	API Heat Transfer Inc.	Renewed 03/04/05
3.	BASCO	Japan	S54-010945	02/16/79	2012012	01/26/88	Registered Renewed	Not Available	Expires 01/25/08 The Japan trademarks database does not provide ownership information

RECORDED: 07/12/2007

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