

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visteon Corporation		01/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Centrum Climate Systems, LLC		
Street Address:	5538 Smithville Highway		
City:	Sparta		
State/Country:	TENNESSEE		
Postal Code:	38583		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2602246		
Registration Number:	2649913	CLIMATEPRO	
CORRESPONDENCE DATA			
Fax Number:	(312)569-3478		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312 569 1478		
Email:	IPDOCKETCHICAGO@DBR.COM, nancy.martinez-curtin@dbr.com		
Correspondent Name:	David A. Frey		
Address Line 1:	191 North Wacker Drive		
Address Line 2:	Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	VISTEON-CENTRUM--413137		
NAME OF SUBMITTER:	David A. Frey		
Signature:	/davidafrey-nmc/		

CH \$65.00 2602246

Date:

02/06/2008

Total Attachments: 7

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT, made this 31st day of January, 2008, by and between Visteon Corporation ("Assignor"), a corporation organized under the laws of the State of Delaware, located and doing business at One Village Center Drive, Van Buren Township, Michigan 48111, and Centrum Climate Systems, LLC ("Assignee"), a limited liability company organized under the laws of the State of Delaware, located and doing business at 5538 Smithville Highway, Tennessee 38583;

WHEREAS, Assignor is the owner of and has adopted, used and is using the trademarks listed in Schedule A attached hereto and made a part hereof in various jurisdictions throughout the world and for which registrations have been issued by applicable authorities in such jurisdictions (such trademarks and any registrations and applications for registration therefor identified in Schedule A are hereinafter referred to as the "Marks"); and

WHEREAS, Assignee wishes to acquire all of Assignor's right, title and interest in and to the Marks in various jurisdictions throughout the world as listed in Schedule A together with the goodwill of the business in connection with which the Marks are used; and

WHEREAS, Assignor wishes to assign the Marks together with the goodwill of the business in connection with which the Marks are used;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in United States currency and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, grant, assign, transfer, convey and deliver to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business in connection with which the Marks are used throughout the world, and including the subject matter of all claims which may

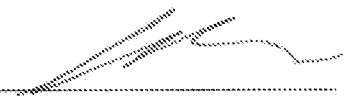
be obtained therefrom for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said Assignor if this assignment had not been made; together with all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the respective Registrars of Trademarks to record Assignee as the owner of the entire right, title and interest in and to the Marks, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and at Assignee's reasonable expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (1) in the preparation and prosecution of any applications for registration of the Marks assigned herein; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the trademark rights assigned herein, including testifying as to any facts relating to this assignment or to the trademark rights assigned herein; (3) in obtaining any additional trademark protection in or to the Marks that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) in the implementation or perfection of this assignment.

IN WITNESS WHEREOF, the Assignor has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on the date and year first above written.

VISTEON CORPORATION

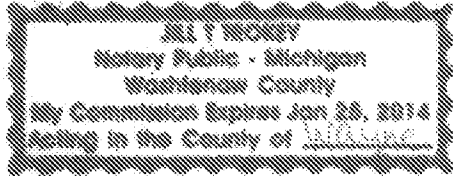
By: 
Name: Brian P. Casey
Title: Vice President & Treasurer

WITNESSED AND ACKNOWLEDGED:

STATE OF Michigan)
)ss
COUNTY OF Wayne)

On the 31st day of January, 2008, before me personally came Brian P. Casey, who is a Vice President of Visteon Corporation; who, being duly sworn, did depose and say that he/she is an authorized signatory in such corporation, the corporation described in and which executed the foregoing instrument; that he/she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

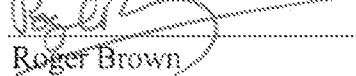
Jill T. Schoey
Notary Public



(PLACE STAMP AND SEAL ABOVE)

IN WITNESS WHEREOF, the Assignee has caused this assignment to be signed and executed by the undersigned officer thereunto duly authorized on the date and year first above written.

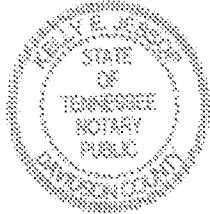
CENTRUM CLIMATE SYSTEMS, LLC

By: 
Name: Roger Brown
Title: Manager

WITNESSED AND ACKNOWLEDGED:

STATE OF TENNESSEE)
)ss
COUNTY OF WILLIAMSON)

On the 31st day of January 2008, before me personally came Roger Brown, who is a Manager of Centrum Climate Systems, LLC; who, being duly sworn, did depose and say that he is an authorized signatory in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the governing authority of such company; and that he acknowledged said instrument to be the free act and deed of said company.



MY COMMISSION EXPIRES:
March 7, 2011

Kelly E. Anderson
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

MARK	REGISTRATION NO.	COUNTRY
CLIMATEPRO and Design	TMA591052	Canada
CLIMATEPRO	TMA591056	Canada
CLIMATEPRO and Design	715756	Mexico
CLIMATEPRO	706026	Mexico
CLIMATEPRO and Design	2,602,246	United States
CLIMATEPRO	2,649,913	United States

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