

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
PROLIANCE INTERNATIONAL, INC.		08/14/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CENTRUM EQUITIES ACQUISITION, LLC
Street Address:	15 CENTURY BLVD., SUITE 600
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37214
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1998980	AIR PRO QUALITY PARTS
Registration Number:	3535768	AIR PRO QUALITY PARTS
Registration Number:	1768567	GDI
Registration Number:	1769970	GO/DAN INDUSTRIES
Registration Number:	1784031	G&O
Registration Number:	3335696	HBX
Registration Number:	3235682	HBX
Registration Number:	1930965	HEATBUSTER
Registration Number:	2782707	TRANSPRO
Registration Number:	3497536	LAST CALL AUTO PARTS
Registration Number:	1769969	LEMASTER ADAPTER
Registration Number:	1753789	FEDCO
Registration Number:	3424140	PROLIANCE
Registration Number:	1292081	READY AIRE

OP \$515.00 1998980

Registration Number:	2980626	READY-AIRE
Registration Number:	1771336	READY-CORE
Registration Number:	1103835	READY-RAD
Registration Number:	3265528	TRACTOR TOUGH
Registration Number:	3052709	TRUCK TOUGH
Registration Number:	1689838	ULTRA-FUSED

CORRESPONDENCE DATA

Fax Number: (256)718-0905
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2567183600
Email: jsutherland@pelaw.net
Correspondent Name: Joshua A. B. Sutherland
Address Line 1: 401 E. Tuscaloosa Street
Address Line 4: Florence, ALABAMA 35630

ATTORNEY DOCKET NUMBER:	VISTA-PRO
NAME OF SUBMITTER:	JOSHUA A. B. SUTHERLAND
Signature:	/JABS/
Date:	12/01/2009

Total Attachments: 8
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT is made and entered into as of August 14, 2009 (“**Trademark Assignment**”) by and between Proliance International, Inc., a Delaware corporation (referred to herein as the “**Assignor**”) and Centrum Equities Acquisition, LLC, a Delaware limited liability company (referred to herein as the “**Assignee**”). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Acquisition Agreement (as defined in *Recital A* below).

RECITALS

A. This Trademark Assignment is being executed to evidence and effect the transfer of the Purchased Trademark Assets (as defined below) to Assignee in accordance with the terms of the Acquisition Agreement, dated as of July 2, 2009 (as amended, the “**Acquisition Agreement**”) among Assignor and each of the Subsidiaries of Assignor identified on the signature page thereto as “Other Sellers” (collectively, “**Assignors**”) and Centrum Equities XV, LLC.

B. This Assignment is being executed and delivered pursuant to the Acquisition Agreement whereby the Assignors are assigning all of their right, title, and interest in and to the Trademarks that constitute the Purchased Assets, including, without limitation, those set forth on *Exhibit A* attached hereto and by this reference incorporated herein (collectively, “**Purchased Trademark Assets**”).

CLAUSES

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which Assignors specifically acknowledges, Assignors assign, transfer and sell the Purchased Trademark Assets to Assignee and the parties further agree as follows:

1. Governmental Authority Definitions. For purposes of this Trademark Assignment, the following terms will have the following meanings: (i) the term “**United States**” will mean the United States of America, and all geographical territories and subdivisions of the United States of America; (ii) the term “**Other Nations**” will mean each country, principality or other independent territory and each subdivision thereof, which is not a part of the United States; (iii) the term “**Supra-National Authority**” will mean the European Union, the United Nations, the World Court, the World Intellectual Property Organization, the Commonwealth, the North Atlantic Treaty Organization, the General Agreement on Tariffs and Trade, the Berne Convention, the North American Free Trade Agreement and all other multi-national authorities or treaties which have or may have from time to time jurisdiction over any of the parties to or any performance under this Agreement; and (iv) the term “**Governmental Authority**” will mean any subdivision, agency, branch, court, administrative body, legislative body, judicial body, alternative dispute resolution authority or other governmental institution of (A) the United States, (B) any state, municipality, county, parish, subdivision or territory of the United States, (C) all Other Nations, (D) any state, territory, county, province, municipality, parish or other subdivision of any Other Nations, and (E) all Supra-National Authorities.

2. Assignment of Purchased Trademark Assets. Through this instrument and effective as of the Closing, Assignee purchases and Assignors transfers, assigns and conveys to Assignee, all of the Purchased Trademark Assets, including, without limitation, all goodwill associated with the Purchased Trademark Assets in the United States and all Other Nations. All of the Purchased Trademark Assets shall be conveyed to Assignee on the Closing free and clear of all Liens, other than those created by Buyer or its Affiliates and other than Permitted Liens.

3. **Grant of Rights to Purchased Trademark Assets.** Assignors grant, convey, transfer, alienate and assign to Assignee, for and throughout the United States and all Other Nations, Assignors' right, title and interest (legal, equitable, use and otherwise) in and to the Purchased Trademark Assets, including but not limited to (i) the right to record the assignments made under this Trademark Assignment in the United States Patent and Trademark Office and in any other public offices of any Governmental Authority throughout the world; (ii) the right to sue for, collect and retain damages predicated on past, present or future infringements of the preceding, as well as all other claims and rights to damages associated with the preceding, whether predicated on past, present or future actions or omissions, and whether or not currently known or unknown; and (iii) rights to print, publish, display, rent, lend, lease, and license the Purchased Trademark Assets in all media (now or subsequently existing) and languages (human or computer); and (iv) all goodwill associated with the Purchased Trademark Assets.

4. **No Retained Rights.** The parties specifically agree that Assignors are not retaining any ownership, copyright, trademark, patent or other intellectual property right or any right, title or interest whatsoever in the Purchased Trademark Assets, and upon execution, this Trademark Assignment shall constitute a complete, absolute and exclusive transfer of all rights in their entirety (legal, equitable, use and otherwise) in the Purchased Trademark Assets, whether currently existing or arising or recognized in the future to Assignee. Assignors further acknowledge and agree that the Purchased Trademark Assets constitute the sole and exclusive property of Assignee.

5. **Representations.** Assignors make no representations or warranties concerning the Purchased Trademark Assets other than those representations and warranties made by Assignors in the Acquisition Agreement. Nothing in this Trademark Assignment is intended to expand, restrict or otherwise alter the respective rights or obligations of the Parties under the Acquisition Agreement, and nothing herein shall be used in interpreting the terms of the Acquisition Agreement.

6. **Notices.** All notices concerning this Trademark Assignment shall be given in writing in accordance with the Acquisition Agreement.

7. **Binding Effect.** This Trademark Assignment shall be binding upon and inure to the benefit of Assignee and Assignors as well as their respective successors. Except for the Acquisition Agreement, the terms of this Trademark Assignment shall govern if there is any conflict between this Trademark Assignment and any other written instrument which concerns or affects the subject matter of this Trademark Assignment. In the event that the terms of this Trademark Assignment conflict with the terms of the Acquisition Agreement, the Acquisition Agreement will govern.

8. **Complete Understanding.** This Trademark Assignment constitutes the complete understanding among the parties. No alteration or modification of any of this Trademark Assignment's provisions shall be valid unless made in a written instrument which both parties sign. Except for the Acquisition Agreement, this Trademark Assignment supersedes any prior understandings, written agreements or oral arrangements among the parties which concerns the subject matter of this Trademark Assignment.

9. **Governing Law.** This Trademark Assignment will be governed by and construed in accordance with the Laws of the State of Delaware applicable to a Contract executed and performed in such State, without giving effect to the conflict of laws principles thereof.

10. **Severability.** If a court of competent jurisdiction holds that any one or more of this Trademark Assignment's provisions are invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any of this Trademark Assignment's other provisions, and this

Trademark Assignment shall be construed as if it had never contained such invalid, illegal or unenforceable provisions.

11. **Waiver.** A party's attempted waiver, consent or authorization of any kind, whether required pursuant to the terms of this Trademark Assignment or granted pursuant to any breach or default under this Trademark Assignment, shall not be effective or binding upon such party unless the same is in a written instrument which such party has signed. Any such waiver, consent or authorization will be valid solely to the extent specifically set forth in such written instrument. No failure or delay on the part of any party to this Trademark Assignment to exercise any right, remedy, power or privilege shall preclude or limit any other or further exercise of such right or the exercise of any other right, remedy, power or privilege with respect to the same or any other matter.

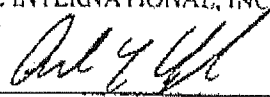
12. **Counterparts.** This Trademark Assignment may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

PROLIANCE INTERNATIONAL, INC.

By: _____


Name: Arlen F. Henock
Title: Executive Vice President and
Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED BY:

CENTRUM EQUITIES ACQUISITION, LLC

By: _____

Name:
Title:

IN WITNESS WHEREOF, Assignors and Assignee have executed this Trademark Assignment by and through their duly authorized officers as of the Closing.

PROLIANCE INTERNATIONAL, INC.

By: _____

Name: Arlen F. Henock
Title: Executive Vice President and
Chief Financial Officer

ACKNOWLEDGED AND ACCEPTED BY:

CENTRUM EQUITIES ACQUISITION, LLC

By: _____

Name: *Derek Theodore*
Title: *MANAGER*

EXHIBIT A

U.S. AND FOREIGN TRADEMARKS

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
US	AIR PRO QUALITY PARTS & Design	74/516,871	04/25/94	1,998,980	09/10/96
US	AIR PRO QUALITY PARTS & Design	76/676,767	05/14/07	3,535,768	11/25/08
US	GDI (Stylized)	74/300,218	08/03/92	1,768,567	05/04/93
US	GO/DAN INDUSTRIES	74/300,220	08/03/92	1,769,970	05/11/93
US	G&O	74/334,854	11/27/92	1,784,031	07/27/93
US	HBX	76/635,987	04/12/05	3,335,696	11/13/07
US	HBX (Stylized)	76/662,337	06/29/06	3,235,682	05/01/07
US	HEATBUSTER	531,467	05/31/94	1,930,965	10/31/95
US	TRANSPRO	76/343,559	11/29/01	2,782,707	11/11/03
US	LAST CALL AUTO PARTS	76/682,931	10/15/07	3,497,536	09/09/08
US	LEMASTER ADAPTER	74/300,219	08/03/92	1,769,969	05/11/93
US	FEDCO	74/277,466	05/21/92	1,753,789	02/23/93
US	PROLIANCE	78/612,024	04/19/05	3,424,140	05/06/08
US	READY AIRE	428,478	06/02/83	1,292,081	08/28/84
US	READY-AIRE	76/588,476	04/23/04	2,980,626	08/02/05
US	READY-CORE	74/300,217	08/03/92	1,771,336	05/18/93
US	READY-RAD	153,588	12/27/77	1,103,835	10/10/78
US	TRACTOR TOUGH	76/623,844	12/09/04	3,265,528	07/17/07
US	TRUCK TOUGH	76/622,995	12/02/04	3,052,709	01/31/06
US	ULTRA-FUSED	083,659	07/31/90	1,689,838	06/02/92
Canada	HBX	1,256,788	05/06/05		
Canada	PROLIANCE	1256133	05/02/05	TMA709,026	03/06/08

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
Canada	READY AIRE	508,192	08/17/83	303,014	05/24/85
Canada	TRACTOR TOUGH	1,253,283	04/07/05	TMA688,992	06/04/07
Canada	ULTRA FUSED	527,603	08/27/84	321,058	11/28/86
Canada	G & O	451559	03/20/80	TMA253801	12/12/80
China	HEATBUSTER	4305857	10/12/04	4305857	03/21/07
China	PROLIANCE	5977597	04/03/07		
China	PROLIANCE	5977598	04/03/07		
China	PROLIANCE	5977586	04/03/07		
China	READY AIRE	4271855	09/16/04	4271855	02/28/07
China	READY AIRE	4513912	02/25/05	4513912	11/21/07
China	READY AIRE	4513911	02/25/05	4513911	05/21/08
China	READY CORE	4271804	09/16/05	4271804	02/28/07
China	READY RAD	4271856	09/16/05	4271856	02/28/07
China	TRANSPRO	4271854	09/16/04	4271854	02/28/07
China	ULTRA FUSED	4271853	09/16/04	4271853	02/28/07
CTM	PROLIANCE	4431953	05/11/05	4431953	10/16/06
Indonesia	PROLIANCE	D00 2007 018020	06/08/07		
Korea	PROLIANCE	40-2007-0030163	06/05/07	0754245	07/18/08
Mexico	AIR PRO QUALITY PARTS & Design	873896	08/08/07	1028208	02/29/08
Mexico	AIR PRO QUALITY PARTS & Design	923255	03/28/08		
Mexico	HBX	725770	06/29/05	924969	03/22/06
Mexico	HEATBUSTER	684188	10/25/04	866007	01/27/05
Mexico	PROLIANCE	715542	05/03/05	954719	09/25/06
Mexico	PROLIANCE	715543	05/03/05	1026719	02/26/08
Mexico	PROLIANCE	715544	05/03/05	1029532	03/11/08

COUNTRY	MARK	SERIAL NO.	FILING DATE	REG. NO.	REG. DATE
Mexico	PTOUGH	713417	04/21/05	911133	11/30/05
Mexico	READY AIRE	684185	10/25/04	863538	12/14/04
Mexico	READY AIRE	714462	04/27/05	963309	11/24/06
Mexico	READY CORE	684187	10/25/04	863540	12/14/05
Mexico	READY RAD	684186	10/25/04	863539	12/14/04
Mexico	TRANSPRO	684184	10/25/04	863537	12/14/04
Mexico	ULTRA FUSED	100511	11/07/90	414511	05/26/92
Taiwan	PROLIANCE	096026791	06/06/07	1338642	11/16/08
Thailand	PROLIANCE	673415	09/14/07		
Thailand	PROLIANCE	673416	09/14/07		