

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
Centrum Climate Systems, LLC		12/07/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Agent		
Street Address:	600 Peachtree Street NE		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30308		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2649913	CLIMATEPRO	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3125586352		
Email:	lkonrath@winston.com		
Correspondent Name:	Laura Konrath		
Address Line 1:	35 West Wacker Drive		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	2577-7		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

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Date:

05/10/2010

Total Attachments: 8

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 7, 2009, by Centrum Climate Systems, LLC, a Delaware limited liability company (the "Grantor"), in favor of Bank of America, N.A., in its capacity as administrative agent for the Lenders (as defined below) (in such capacity, the "Administrative Agent").

RECITALS

WHEREAS, the Lenders have severally agreed to extend credit to the Grantor pursuant to that certain Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Loan and Security Agreement"), by and among Vista-Pro Automotive, LLC, a Delaware limited liability company, as Borrower Agent, HD Branch Acquisition, LLC, a Delaware limited liability company ("HD"), Centrum Equities Acquisition, LLC, a Delaware limited liability company ("Centrum Equities"), Centrum Reman, LLC, a Delaware limited liability company ("Centrum Reman"), and the Grantor, (the Grantor together with HD, Centrum Equities, and Centrum Reman collectively, the "Borrowers"), the financial institutions that are or may from time to time become parties thereto (the "Lenders"), and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates (unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Loan and Security Agreement);

WHEREAS, pursuant to the terms of the Loan and Security Agreement the Obligations of the Borrowers under the Loan and Security Agreement are secured;

WHEREAS, pursuant to the Loan and Security Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Loan and Security Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title and interest in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Loan and Security Agreement or any Guaranty.

In consideration of the mutual agreements set forth herein and in the Loan and Security Agreement, the Grantor does hereby grant to the Administrative Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Loan and Security Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

CENTRUM CLIMATE SYSTEMS, LLC

By: *Roger Brown*
Name: Roger Brown
Title: President

STATE OF Tennessee)
) ss
COUNTY OF Davidson)

On this 24th day of NOVEMBER, 2009 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Sherrill W. Jones
Notary Public
STATE OF
Tennessee
NOTARY
PUBLIC
WHITE COUNTY
10/23/2009

[Signature Page to Patent and Security Agreement]

Acknowledged:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Andrew J. Heine
Name: ANDREW J. HEINE
Title: VICE PRESIDENT

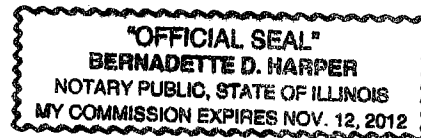
Signature Page to Patent & Trademark
Security Agreement

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STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 7th day of December 2009 before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of the Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity.

Bernadette D. Harper
Notary Public



SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

[See attached]

The following is the U.S. trademark of the Grantor:

<u>Trademark</u>	<u>Status in Trademark Office</u>	<u>Federal Registration No.</u>	<u>Registration Date</u>
ClimatePro	Live	2649913	11/12/2002

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.