

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 Equities Acquisition, 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: 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

CH \$515.00 1998980

900161769

**TRADEMARK
 REEL: 004202 FRAME: 0457**

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: (312)558-5700
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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/
Date:	05/10/2010

Total Attachments: 7
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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 Equities Acquisition, 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"), the Grantor, Centrum Reman, LLC, a Delaware limited liability company ("Centrum Reman"), and Centrum Climate Systems, LLC, ("Centrum Climate"), and together with HD, the Grantor, 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 EQUITIES ACQUISITION, 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.

Sherry L. Vinson
360
Notary Public
TENNESSEE
Mc Davidson in Express
PUBLIC
10/24/09 / 2012
WHITE COUNTY

[Signature Page to Patent and Security Agreement]

Acknowledged:

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

By: andy. heinz
Name: ANDREW J. HEINZ
Title: VICE PRESIDENT

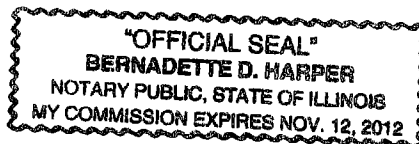
Signature Page to Patent & Trademark
Security Agreement

TRADEMARK
REEL: 004202 FRAME: 0462

STATE OF Illinois)
) SS
COUNTY OF Cook)

On this 7th day of December 2011 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

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

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

Title	Application No	Patent No	Status
Heat Exchanger and Method of Assembly Thereof	08917849	5,407,004	Issued
Heat Exchanger and Method of Assembly Thereof		5,150,520	Issued
Heat Exchanger	08069557	5,329,988	Issued
Heat Exchanger Package with Split Charge Air Cooler	10723879	7,178,579	Issued
Heat Exchanger Package with Split Charge Air Cooler	11655643	7,290,593	Issued
Heat Exchanger Package with Split Radiator and Charge Air Cooler	10723881	7,228,885	Issued
Heat Exchanger Package with Split Radiator and Charge Air Cooler	10936331	7,347,248	Issued
Heat Cores Having Exposed Surfaces Burnished by Wet Blasting	07816037	5,182,882	Issued
Sacrificial Erosion Bridge for a Heat Exchanger	08206122	5,465,783	Issued
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	08920304	5,894,649	Issued
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	09692752	6,330,747	Issued
Welded Heat Exchanger with Grommet Construction	09266206	6,247,232	Issued
Welded Heat Exchanger with Grommet Construction	09845582	6,460,610	Issued
Resiliently Bonded Heat Exchanger	09847144	6,719,037	Issued
Resiliently Bonded Heat Exchanger	10725758	7,089,998	Issued
Heat Exchanger Package	10289513	6,951,240	Issued
Radiator Tank	29226111	D545247	Issued
Method of Cooling an Internal Combustion Engine Having Exhaust Gas Recirculation and Charge Air Cooling	11368088	7,464,700	Issued
Concentric Tube Oil Cooler	11376525	7,516,779	Issued
Engine Cooling Radiator	11088297		Pending
Heat Exchange Manifold Sealing System	11761691		Pending
Method for Producing a Split Louver Heat Exchanger Fin	11622512		Pending
Corrosion Resistant Automotive Heater with Flow Restrictor	11769343		Pending
Heat Exchanger Fin with Ribbed Hem	11770210		Pending
Heat Exchanger Side Member	11782317		Pending
Composite Construction Oil Cooler Fitting	12208865		Pending
Plate-Type Oil Cooler	12208890		Pending
Method of Cooling an Internal Combustion Engine Having Exhaust Gas Recirculation and Charge Air Cooling	12336196		Pending
Modular Heat Exchanger	12263836		Pending
Slidable Locating Plate for Grommeted Heat Exchanger	12407241		Pending