

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
Modine Manufacturing Company		09/03/2010	CORPORATION: WISCONSIN
Modine, Inc.		09/03/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	10 South Dearborn Street		
Internal Address:	Floor 7		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85078836	PF	
CORRESPONDENCE DATA			
Fax Number:	(734)623-1625		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(734) 623-1678		
Email:	nhudge@dickinsonwright.com		
Correspondent Name:	Nora Hudge, Paralegal		
Address Line 1:	301 East Liberty, Suite 500		
Address Line 2:	Dickinson Wright, PLLC		
Address Line 4:	Ann Arbor, MICHIGAN 48104		
ATTORNEY DOCKET NUMBER:	7-4177		
NAME OF SUBMITTER:	Nora Hudge, Paralegal		
Signature:	/Nora Hudge/		

TRADEMARK

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REEL: 004275 FRAME: 0339

OP \$40.00 85078836

Date:

09/09/2010

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of September 3, 2010 by Modine Manufacturing Company, a Wisconsin corporation (the "Borrower"), and Modine, Inc., a Delaware corporation (the "Guarantor", and together with the Borrower, each a "Grantor", and collectively, the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, in its capacity as collateral agent (the "Collateral Agent") under the Intercreditor Agreement referred to below.

Recitals

A. The Borrower entered into an Amended and Restated Credit Agreement dated as of August 12, 2010 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), by and among the Borrower, any Foreign Subsidiary Borrowers party thereto from time to time, the lenders party thereto from time to time (the "Lenders"), and JPMorgan Chase Bank N.A., a national banking association, as Swing Line Lender, as LC Issuer and as Administrative Agent for the Lenders, pursuant to which the Lenders made available to the Borrower and certain of its subsidiaries credit facilities.

B. In connection with the Credit Agreement, the Secured Parties (as defined in the Intercreditor Agreement) and JPMorgan Chase Bank, N.A., as Collateral Agent, entered into an Amended and Restated Collateral Agency and Intercreditor Agreement dated as of August 12, 2010 (as amended, supplemented, restated or otherwise modified from time to time, the "Intercreditor Agreement"), pursuant to which certain Secured Obligations owed to the Lenders are secured.

C. In connection with the Intercreditor Agreement, the Grantors, Modine ECD, Inc., a Pennsylvania corporation ("Modine ECD"), and the Collateral Agent entered into a Consent and Amendment of Collateral Documents dated as of August 12, 2010 (the "Consent and Amendment"), pursuant to which, among other things, (i) the Loan Parties (as defined in the Consent and Amendment) and the Collateral Agent confirmed and amended certain Existing Collateral Agreements (as defined in the Consent and Amendment), including without limitation that certain Pledge and Security Agreement dated as of February 17, 2009 (the "Security Agreement", and together with the Consent and Amendment, the "Collateral Agreement"), by and among the Grantors, Modine ECD and the Collateral Agent, relating to the collateral granted by the Grantors and Modine ECD to the Secured Parties; and (ii) the Collateral Agent discharged and released Modine ECD from its obligations under the Existing Collateral Agreements.

D. Pursuant to the terms of the Collateral Agreement, the Grantors pledged, assigned and granted to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a first-priority security interest (subject to Liens permitted by the Financing Documents) in substantially all of the assets of the Grantors, including all right, title and interest of the Grantors in, to and under all now owned and hereafter acquired Patents (as defined in the Security Agreement), patent applications, patent licenses, Trademarks (as defined in the Security Agreement), trademark applications and trademark licenses, and all products and proceeds thereof, to secure the prompt and complete payment and performance of the Secured Obligations under the Intercreditor Agreement.

E. Pursuant to the terms of the Intercreditor Agreement, the Grantors are required to execute and deliver to the Collateral Agent, for the ratable benefit of the Lenders, this Agreement.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), the Grantors hereby grant to the Collateral Agent, for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of the Grantors' right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantors (including any trade name or derivations thereof):

- (1) each trademark and trademark application, including without limitation, each trademark and trademark application referred to in Schedule 1 attached 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 attached hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement of any trademark, including without limitation, any trademark referred to in Schedule 1 attached 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 attached 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 attached 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 attached hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including without limitation, any claim by the Grantors against third parties for past, present or future infringement of any patent, including without limitation, any patent referred to in Schedule 2 attached 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 attached hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

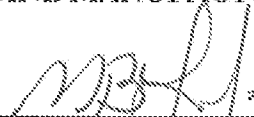
The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral

Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Collateral Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Collateral 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 Intercreditor Agreement and the Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Intercreditor Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.


MODINE MANUFACTURING COMPANY

By: 

Name: Michael B. Lucareli

Title: Vice President, Finance, Chief Financial
Officer and Treasurer

MODINE, INC.

By: 

Name: William K. Langan

Title: President

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By: _____

Name: _____

Title: _____

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

Trademark	Trademark Application Number	Trademark Filing Date	Trademark Registration Number	Date of Registration
PF Logo (new design) (Class 7 & 11)	85/078836	7/6/2010		

Classifications:

Class 7 -- Machines and machine tools; motors and engines (except for land vehicles); machine coupling and transmission components (except for land vehicles); agricultural implements other than hand-operated; incubators for eggs.

Class 11 -- Apparatus for lighting, heating, steam generating, cooking, refrigerating, drying, ventilating, water supply and sanitary purposes.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

U.S. Patent Number	Patent Title	Expiration Date
7,494,516	Highly Integrated Fuel Processor for Distributed Hydrogen Production	8/9/2026
7,494,518	Highly Integrated Fuel Processor for Distributed Hydrogen Production	8/13/2026
7,520,907	Highly Integrated Fuel Processor for Distributed Hydrogen Production	7/12/2026
7,520,908	Highly Integrated Fuel Processor for Distributed Hydrogen Production	8/7/2026
7,533,717	Heat Exchanger, Especially Oil Cooler	7/16/2026
7,548,683	Coolant Conditioning System and Method for a Fuel Processing Subsystem	4/25/2027
7,552,756	Brazed Aluminum Radiator with PTO Section and Method of Making the Same	7/10/2026
7,594,327	Heat Exchanger and Method of Making the Same	12/27/2026
7,600,559	Plate Heat Exchanger	9/8/2025
7,617,865	Heat Exchanger and Method of Connecting	6/19/2027
7,618,598	Catalytic Reactor/Heat Exchanger	4/27/2027
7,621,317	Self-Breaking Radiator Side Plates	12/13/2006
7,631,688	Flat Tube Heat Exchanger with Housing	1/23/2027
7,648,686	Actively Cooled Exothermic Reactor	12/2/2025
7,659,022	Integrated Solid Oxide Fuel Cell and Fuel Processor	1/11/2027

7,665,512	Flat Heat Exchanger Tube	1/26/2025
7,666,237	Reformate Cooling System and Method for Use in a Fuel Processing Subsystem	5/6/2028
7,703,506	Exhaust Heat Exchanger	4/14/2025
7,721,796	Heat Exchanger for Multiple Cooling Loops	6/20/2028
7,740,058	Plate Heat Exchanger	7/3/2028
7,748,442	Plate Heat Exchanger	11/10/2027

DETROIT 7-4177 1172664