

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		SECURITY INTEREST	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trantech Radiator Products, Inc.		11/04/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fidus Investment Corporation		
<b>Street Address:</b>	1603 Orrington Avenue		
<b>Internal Address:</b>	Suite 820		
<b>City:</b>	Evanston		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60201		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	0757773	FLEXOPLATE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)339-3470		
<b>Phone:</b>	7043778170		
<b>Email:</b>	ecampbell@rbh.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Elizabeth Campbell		
<b>Address Line 1:</b>	101 N. Tryon Street		
<b>Address Line 2:</b>	Suite 1900		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28246		
<b>ATTORNEY DOCKET NUMBER:</b>	18865.00054		
<b>NAME OF SUBMITTER:</b>	Elizabeth Campbell		
<b>Signature:</b>	/Elizabeth Campbell/		

OP \$40.00 0757773

Date:

11/08/2011

**Total Attachments: 6**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

**November 4, 2011**

**WHEREAS**, Trantech Radiator Products, Inc., a Delaware corporation (the "Grantor"), having its chief executive office at 1 Tranter Drive, Edgefield, South Carolina 29824, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

**WHEREAS**, Fidus Investment Corporation, having its principal offices at 1603 Orrington Avenue, Suite 820, Evanston, Illinois 60201, as collateral agent for the lenders (in such capacity, the "Agent") pursuant to that certain Subordinated Credit Agreement dated as of the date hereof by and among the Grantor, as borrower, the financial institutions party thereto, as lenders, and the Agent, desires to acquire a security interest in the Grantor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

**WHEREAS**, the Grantor is willing to grant to the Agent a security interest in and lien upon the Grantor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of the date hereof, among the Grantor and the Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Grantor hereby grants the Agent a continuing security interest in all of the Grantor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without

limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

**THIS SECURITY INTEREST** (this “Agreement”) is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to the Agent and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of the Agent and the Lenders have been terminated, the Agent shall execute, acknowledge and deliver to the Grantor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by the Agent to any such obligation is or must be rescinded or returned by the Agent for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Grantor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by the Agent, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by the Agent had not been made and such release had not been executed.

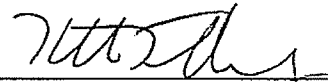
This security interest has been made in conjunction with the security interest granted to the Agent under the Security Agreement. The rights and remedies of the Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

Notwithstanding anything herein to the contrary, the lien and security interest granted to Fidus Investment Corporation pursuant to this Agreement and the exercise of any right or remedy by Fidus Investment Corporation hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November 4, 2011 (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Intercreditor Agreement”), among Associated Bank, National Association, in its capacity as First Priority Agent, Fidus Investment Corporation, in its capacity as Second Priority Agent, Trantech Radiator Products, Inc. and the other parties thereto. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

TRANTECH RADIATOR PRODUCTS, INC., as  
Grantor

By:   
Name: Kenneth M. Tallering  
Title: Vice President, Secretary and  
Assistant Treasurer

FIDUS INVESTMENT CORPORATION, as Agent


By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

TRANTECH RADIATOR PRODUCTS, INC., as  
Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FIDUS INVESTMENT CORPORATION, as Agent

By:  \_\_\_\_\_  
Name: Edward H Rats  
Title: CEO

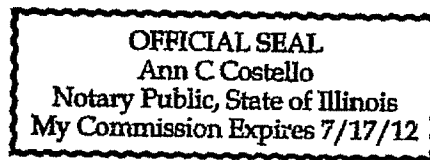
*[Signature Page to Grant of Security Interest in United States Trademarks]*

**TRADEMARK**  
**REEL: 004656 FRAME: 0920**

STATE OF Illinois )  
 ) ss.:  
COUNTY OF COOK )

On this 1 day of November, 2011, before me personally came Kenneth Tallery who, being by me duly sworn, did state as follows: that [s]he is <sup>VP, Secy</sup> ~~Asst Treasurer~~ of Trantech Radiator Products, Inc., that [s]he is authorized to execute the foregoing Security Interest on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Ann Costello  
Notary Public



**SCHEDULE A**

Trademark Name	Registration/Serial No.
FLEXOPLATE	0,757,773
FLEXOPLATE	TMA137438
FLEXOPLATE	864645