

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
Trantech Radiator Products, Inc.		11/04/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Associated Bank, National Association, as agent		
Street Address:	1200 Hansen Road		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54304		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0757773	FLEXOPLATE	
CORRESPONDENCE DATA			
Fax Number:	(312)558-5700		
Phone:	312 558-6352		
Email:	lkonrath@winston.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Laura Konrath		
Address Line 1:	35 W Wacker Drive		
Address Line 2:	Winston & Strawn LLP, Suite 2800		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	12975-3		
NAME OF SUBMITTER:	Laura Konrath		
Signature:	/Laura Konrath/		

Date:

12/15/2011

Total Attachments: 7

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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, Associated Bank, National Association ("Associated Bank"), having its principal offices at 1200 Hansen Road, Green Bay, Wisconsin 54304 as agent for the lenders (in such capacity, the "Agent") pursuant to that certain 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.

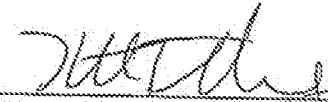
THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all present and future obligations of the Grantor to the Agent and its successors and assigns. Upon request of the Grantor when all obligations have been finally paid in full and all commitments of 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.

[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.,
Grantor

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

ASSOCIATED BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: _____
Name: _____
Title: _____

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

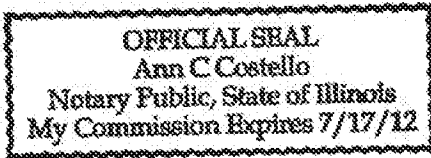
TRADEMARK
REEL: 004680 FRAME: 0704

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

On this 11 day of November, 2011, before me personally came Kenneth Tallery who, being by me duly sworn, did state as follows: that [s]he is VP, Sec'y, Asst 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 C Costello

Notary Public




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

TRANTECH RADIATOR PRODUCTS, INC.,
Grantor

By: _____
Name: _____
Title: _____

ASSOCIATED BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By:  _____
Name: Terry O'Grady
Title: Senior Vice President

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

TRADEMARK
REEL: 004680 FRAME: 0706

SCHEDULE A

Trademark Name	Registration/Serial No.
FLEXOPLATE	0,757,773
FLEXOPLATE	TMA137438 (Canadian Trademark)
FLEXOPLATE	864645 (German Trademark)