

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
API HEAT TRANSFER INC		04/04/2012	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	GENERAL ELECTRIC CAPITAL CORPORATION
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	0853552	
Registration Number:	0932242	BASCO
Registration Number:	1083892	OPTIDESIGN
Registration Number:	2762061	PCR
Registration Number:	1919561	TC
Registration Number:	1033773	WHITLOCK

**CORRESPONDENCE DATA**

Fax Number: (212)940-8776  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: Thomas.Huang@kattenlaw.com  
 Correspondent Name: Katten Muchin Rosenman LLP  
 Address Line 1: 575 Madison Avenue  
 Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	207170-00405
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NAME OF SUBMITTER:	Jarrod Weber
Signature:	/Jarrod Weber/
Date:	04/05/2012
<b>Total Attachments: 6</b> source=Execution Trademark Release#page1.tif source=Execution Trademark Release#page2.tif source=Execution Trademark Release#page3.tif source=Execution Trademark Release#page4.tif source=Execution Trademark Release#page5.tif source=Execution Trademark Release#page6.tif	

## TRADEMARK RELEASE

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of April 4, 2012 by **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, as Agent ("**Agent**").

### WITNESSETH:

WHEREAS, Agent and **API HEAT TRANSFER INC.**, a New York corporation ("**Grantor**"), are parties to that certain Trademark Security Agreement dated as of July 11, 2007 (the "**Agreement**"), pursuant to which Grantor granted a security interest to Agent in certain trademarks (the "**Trademarks**") and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Agent and certain other financial institutions, including the Trademarks set forth on Schedule 1 hereto; and

WHEREAS, the Agreement was recorded by the United States Patent and Trademark Office on July 12, 2007 at Reel 003578, Frame 0749; and

WHEREAS, Grantor has requested that Agent release its security interest in and lien on the Trademarks and Trademark Collateral and reassign the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement dated July 11, 2007 among Grantor, Agent and certain other parties party thereto.

2. Agent hereby releases and discharges fully its Lien on and security interest in all of Grantor's right, title and interest in, to and under the following (collectively, the "**Trademark Collateral**"):

(i) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(ii) all renewals or extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past,

present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Trademarks and Trademark Collateral.

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IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**GENERAL ELECTRIC CAPITAL CORPORATION, as Agent**

By: Shannon C. Fritz  
Name: Shannon C. Fritz  
Title: Duly Authorized Signatory

**SCHEDULE 1**

(See Attached)

API HEAT TRANSFER, INC.

U.S. TRADEMARKS

No.	Mark	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner	Notes
1.	[design]	72257123	10/25/66	0853552	07/30/68	Registered	API Heat Transfer, Inc.	1 <sup>st</sup> renewal: 07/30/88  Unreleased security interest in favor of Antares Capital Corporation recorded 07/18/05 (the "Antares TM Security Interest")
2.	BASCO	72362983	06/18/70	0932242	04/11/72	Registered	API Heat Transfer, Inc.	2 <sup>nd</sup> renewal: 03/05/02  Antares TM Security Interest
3.	OPTIDESIGN	73107718	11/26/76	1083892	01/31/78	Registered	API Heat Transfer, Inc.	1 <sup>st</sup> renewal: 02/11/98  Antares TM Security Interest
4.	PCR	75764476	07/30/99	2762061	09/09/03	Registered	API Heat Transfer, Inc.	Antares TM Security Interest
5.	TC	74580585	09/30/94	1919561	09/19/95	Registered	API Heat Transfer, Inc.	Antares TM Security Interest  1 <sup>st</sup> renewal: 03/31/06
6.	WHITLOCK	730447569	03/24/75	1033773	02/17/76	Registered	API Heat Transfer, Inc.	Antares TM Security Interest  2 <sup>nd</sup> renewal: 02/15/06

**API HEAT TRANSFER, INC.  
FOREIGN TRADEMARKS**

No.	Mark		Appl. No.	Appl. Date	Reg. No.	Reg. Date	Status	Owner	Notes
1.	BASCO	Canada	0431569	10/30/78	TMA257489	04/10/81	Registered	API Heat Transfer Inc.	Renewed 04/19/00
2.	BASCO	U.K.	1024653	02/07/74	1024653	06/25/75	Registered Renewed	API Heat Transfer Inc.	Renewed 03/04/05
3.	BASCO	Japan	S54-010945	02/16/79	2012012	01/26/88	Registered Renewed	Not Available	Expires 01/25/08 The Japan trademarks database does not provide ownership information