

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
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: 13

Property Type	Number	Word Mark
Registration Number:	3470671	AIRTECH
Registration Number:	3470672	AIR TECH
Registration Number:	3487261	API HEAT TRANSFER
Registration Number:	3487262	API HEAT TRANSFER
Registration Number:	0932242	BASCO
Registration Number:	3401143	BASCO
Registration Number:	3986465	FINSEP
Registration Number:	2762061	PCR
Registration Number:	3448120	SCHMIDT
Registration Number:	3448121	SCHMIDT
Registration Number:	1919561	TC
Registration Number:	1033773	WHITLOCK
Serial Number:	85166890	PERFORMANCE IS EVERYTHING

CORRESPONDENCE DATA

900219639

TRADEMARK
 REEL: 004751 FRAME: 0670

CH \$340.00 3470671

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
NAME OF SUBMITTER:	Jarrod Weber
Signature:	/Jarrod Weber/
Date:	04/05/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2012, is made by the entity listed on the signature pages hereof (the "Grantor"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders, the L/C Issuers and the other Secured Parties (each, as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2012 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Initial Borrower, the Borrower, the other Grantors, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of January 31, 2012 in favor of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

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

2. all renewals and extensions of the foregoing;

3. all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

4. 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

API HEAT TRANSFER INC., as Grantor


By: 
Name: Jeffrey Lennox
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004751 FRAME: 0674

ACCEPTED AND AGREED
as of the date first above written:






GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: ~~JOHN W. STEIDLE~~
Title: ~~DULY AUTHORIZED SIGNATORY~~
Duly Authorized Signatory

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Country	Registration No.	Registration Date
API Heat Transfer Inc.	AIRTECH	US Federal	3470671	7/22/08
API Heat Transfer Inc.	AIRTECH 	US Federal	3470672	7/22/08
API Heat Transfer Inc.	API HEAT TRANSFER	US Federal	3487261	8/19/08
API Heat Transfer Inc.	API Heat Transfer API Heat Transfer	US Federal	3487262	8/19/08
API Heat Transfer Inc.	BASCO	US Federal	932242	4/11/72
API Heat Transfer Inc.	BASCO 	US Federal	3401143	3/25/08
API Heat Transfer Inc.	FINSEP	US Federal	3986465	6/28/11
API Heat Transfer Inc.	PCR	US Federal	2762061	9/9/03
API Heat Transfer Inc.	SCHMIDT	US Federal	3448120	6/17/08
API Heat Transfer Inc.	SCHMIDT 	US Federal	3448121	6/17/08
API Heat Transfer Inc.	TC	US Federal	1919561	9/19/95
API Heat Transfer Inc.	WHITLOCK	US Federal	1033773	2/17/76
API Heat Transfer Inc.	BASCO 	Canada	TMA 257489	4/10/81
API Heat Transfer Inc.	BASCO 	United Kingdom	1024653	2/7/74

2. TRADEMARK APPLICATIONS

Owner	Trademark	Country	Application No.	Filing Date
API Heat Transfer Inc.	PERFORMANCE IS EVERYTHING	US Federal	85166890	11/2/10

3. IP LICENSES

None.