

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.		05/03/2013	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 W 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:	932242	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

900254519

TRADEMARK
 REEL: 005022 FRAME: 0017

CH \$340.00 3470671

Fax Number: 3125774565

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265

Email: kristin.brozovic@kattenlaw.com

Correspondent Name: Kristin Brozovic c/o Katten

Address Line 1: 525 W Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207170-405
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	05/07/2013

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2013 (this “Agreement”), among API HEAT TRANSFER INC. (the “Grantor”) and GENERAL ELECTRIC CAPITAL CORPORATION, as administrative agent (in such capacity, the “Administrative Agent”).

Reference is made to (a) the Credit Agreement dated as of May 3, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among THERMASYS GROUP HOLDING COMPANY, a Delaware corporation (“ThermaSys Holdings”), API GROUP HOLDINGS, LLC, a Delaware limited liability company (“API Holdings”, and together with ThermaSys Holdings, shall be referred to individually or collectively as “Holdings”, as the context may require), THERMASYS CORPORATION, a Delaware corporation (the “Borrower”), the lenders from time to time party thereto (the “Lenders”) and the Administrative Agent, and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto (the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any trademark or trademark application.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby 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.

SECTION 4. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the full performance of the Secured Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable or for which any events or claims that would give rise thereto are not pending), the security interest granted herein shall terminate and the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when

taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

API HEAT TRANSFER INC., as Grantor

By: _____

Name: Joseph Cordosi

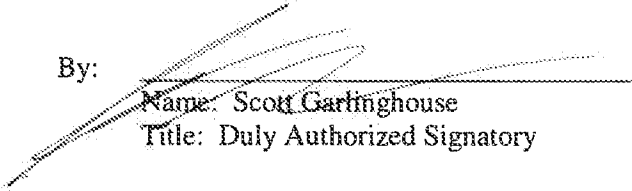
Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement -- API Heat Transfer Inc.]

TRADEMARK
REEL: 005022 FRAME: 0021

**GENERAL ELECTRIC CAPITAL
CORPORATION,
as Administrative Agent,**

By:







Name: Scott Garfinghouse

Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement -- API Heat Transfer Inc.]

**TRADEMARK
REEL: 005022 FRAME: 0022**

Schedule I

	Country/ Jurisdiction Name	Trademark Name	App. No.	App. Date	Reg. Number	Reg. Date	Current Owner
1.	US Federal	AIRTECH			3470671	7/22/08	API Heat Transfer Inc.
2.	US Federal	AIRTECH 			3470672	7/22/08	API Heat Transfer Inc.
3.	US Federal	API HEAT TRANSFER			3487261	8/19/08	API Heat Transfer Inc.
4.	US Federal	API Heat Transfer 			3487262	8/19/08	API Heat Transfer Inc.
5.	US Federal	BASCO			932242	4/11/72	API Heat Transfer Inc.
6.	US Federal	BASCO 			3401143	3/25/08	API Heat Transfer Inc.
7.	US Federal	FINSEP			3986465	6/28/11	API Heat Transfer Inc.
8.	US Federal	PCR			2762061	9/9/03	API Heat Transfer Inc.
9.	US Federal	SCHMIDT			3448120	6/17/08	API Heat Transfer Inc.
10.	US Federal	SCHMIDT 			3448121	6/17/08	API Heat Transfer Inc.
11.	US Federal	TC			1919561	9/19/95	API Heat Transfer Inc.
12.	US Federal	WHITLOCK			1033773	2/17/76	API Heat Transfer Inc.
13.	US Federal	PERFORMANCE IS EVERYTHING	85166890	11/2/10			API Heat Transfer Inc.

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