900258671 06/21/2013

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
Vista-Pro Automotive, LLC		106/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
Centrum Equities Acquisition, LLC		106/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
Centrum Equities XV, LLC		106/21/2013	LIMITED LIABILITY COMPANY: DELAWARE
Centrum Climate Systems, LLC		106/21/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	150 S Wacker Drive, Suite 2200
Internal Address:	MAC N2814-220
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1998980	AIR PRO QUALITY PARTS
Registration Number:	3535768	AIR PRO QUALITY PARTS
Serial Number:	75844876	CLIMATEPRO
Registration Number:	1784031	G&O
Registration Number:	3335696	НВХ
Registration Number:	3235682	нвх
Registration Number:	1930965	HEATBUSTER
Registration Number:	3497536	LAST CALL AUTO PARTS
		TRADEMARK

REEL: 005053 FRAME: 0926

\$440.00 1998980

900258671

Registration Number:	3424140	PROLIANCE
Registration Number:	1292081	READY AIRE
Registration Number:	2980626	READY-AIRE
Registration Number:	1103835	READY-RAD
Registration Number:	1689838	ULTRA-FUSED
Registration Number:	3958552	VISTA-PRO
Registration Number:	3966919	VISTA-PRO AUTOMOTIVE
Registration Number:	2649913	CLIMATEPRO
Registration Number:	1753789	FEDCO

CORRESPONDENCE DATA

Fax Number: 6127661600

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

via US Mail.

Phone: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Susan Carlson	
Signature:	/e/ Susan Carlson
Date:	06/21/2013

Total Attachments: 15

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "<u>Agreement</u>"), dated as of June 21, 2013, is made by and among Vista-Pro Automotive, LLC, a Delaware limited liability company ("<u>Vista-Pro</u>" and "<u>Borrower</u>"), Centrum Equities Acquisition, LLC, a Delaware limited liability company ("<u>Centrum Acquisition</u>"), Centrum Equities XV, LLC, a Delaware limited liability company ("<u>Centrum Equities</u>"), and Centrum Climate Systems, LLC, a Delaware limited liability company ("<u>Centrum Climate</u>", together with Borrower, Centrum Acquisition and Centrum Equities, "<u>Debtors</u>"), having a business location at the addresses set forth below next to their respective signatures, and Wells Fargo Bank, National Association (together with its successors and assigns, "<u>Secured Party</u>"), and having a business location at the address set forth below next to its signature.

Recitals

Borrower and Secured Party are parties to a Credit and Security Agreement of even date herewith (as amended, restated, modified or supplemented from time to time, the "Credit Agreement"), setting forth the terms on which Secured Party, as lender, may now or hereafter extend credit to or for the account of Borrower.

Centrum Acquisition, Centrum Equities, Centrum Climate, Centrum Reman, LLC, a Delaware limited liability company ("Centrum Reman"), and Lamosa Holding LLC, a Delaware limited liability company ("Lamosa"; together with Centrum Acquisition, Centrum Equities, Centrum Climate and Centrum Reman, "Guarantors") have executed a Guaranty of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty") in favor of Secured Party, pursuant to which each Guarantor has guaranteed performance of the obligations of the Borrower to the Secured Party. Guarantors' obligations pursuant to the Guaranty are secured pursuant to the terms of the Security Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") of even date herewith among Guarantors, as debtors, and Secured Party.

As a condition to extending credit to or for the account of Borrower, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions**. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of each Debtor's right, title and interest in and to any and all patents and patent applications, including (a) the patents and patent applications listed on Exhibit A attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of each Debtor's rights corresponding thereto throughout the world.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of each Debtor's right, title and interest in and to any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

- 2. **Security Interest**. Each Debtor hereby irrevocably pledges and assigns to, and grants Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement and the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.
- 3. **Representations, Warranties and Agreements**. Each Debtor represents, warrants and agrees as follows:
 - (a) Existence; Authority. Each Debtor is a limited liability company duly organized, validly existing and in good standing under the laws of its state of organization, and this Agreement has been duly and validly authorized by all necessary action on the part of each Debtor.
 - (b) Patents. Exhibit A accurately lists all Patents owned or controlled by any Debtor as of the date hereof, or to which any Debtor has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, any Debtor owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then such Debtor shall within 30 days provide written notice to Secured Party with a replacement Exhibit A, which upon acceptance by Secured Party shall become part of this Agreement.
 - any Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (*i.e.*, Trademarks for which there are no applications or registrations) which are not material to any Debtor's or any Affiliate's business(es). If after the date hereof, any Debtor owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to any Debtor's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then such Debtor shall within 30 days

provide written notice to Secured Party with a replacement Exhibit B, which upon acceptance by Secured Party shall become part of this Agreement.

- (d) <u>Title</u>. A Debtor has good and marketable title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. A Debtor (i) will have, at the time such Debtor acquires any rights in Patents or Trademarks hereafter arising, good and marketable title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.
- (e) <u>No Sale</u>. Except as permitted in the Credit Agreement or the Security Agreement, no Debtor will assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Secured Party's prior written consent.
- (f) <u>Defense</u>. Each Debtor will, at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks necessary to Debtors' business against all claims or demands of all Persons other than those holding Permitted Liens.
- Maintenance. Each Debtor will at its own expense maintain the Patents and the Trademarks that are necessary in the conduct of such Debtor's business, including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Each Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark necessary in the conduct of such Debtor's business, nor fail to file any required affidavit or renewal in support thereof, without first providing Secured Party: (i) sufficient written notice, of at least 30 days, to allow Secured Party to timely pay (if Secured Party elects to so pay in its sole discretion) any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.
- (h) <u>Secured Party's Right to Take Action</u>. If any Debtor fails to perform or observe any of its covenants or agreements set forth in this <u>Section 3</u>, and if such failure continues for a period of ten (10) Business Days (or, in the case of the agreements contained in <u>subsection (g)</u>, immediately upon the occurrence of such failure, without notice or lapse of time), or if any Debtor notifies Secured Party that it intends to abandon a Patent or Trademark necessary in the conduct of such Debtor's business, Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of such Debtor (or, at Secured Party's option, in Secured Party's own name) and may (but need not) take any and all other actions which Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.
- (i) <u>Costs and Expenses</u>. Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Debtors shall pay Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Secured Party in connection with or as a result of Secured Party's taking action under subsection (h) or

exercising its rights under <u>Section 6</u>, together with interest thereon from the date expended or incurred by Secured Party at the default rate set forth in Section 2.6(b) of the Credit Agreement.

- (j) Power of Attorney. Solely for purposes of, and to facilitate Secured Party's taking action under subsection (i) and exercising its rights under Section 6 (but without limiting any other appointment contained in any other Loan Document), each Debtor hereby irrevocably appoints (which appointment is coupled with an interest) Secured Party, or its delegate, as the attorney-in-fact of such Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of such Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by such Debtor under this Section 3 to the extent such Debtor has failed to take such action, or, necessary for Secured Party, after an Event of Default and until such Event of Default may be cured or waived in accordance with the Credit Agreement, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Each Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.
- 4. **Debtors' Use of the Patents and Trademarks**. Each Debtor shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. [Reserved.]

- 6. **Remedies**. Upon the occurrence of an Event of Default and at any time thereafter, Secured Party may, at its option, take any or all of the following actions: (a) Secured Party may exercise any or all remedies available under the Credit Agreement, the Guaranty and/or the Security Agreement; (b) Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks; and (c) Secured Party may enforce the Patents and Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, each Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.
- 7. **Miscellaneous**. This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Debtors, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. A waiver signed by Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Secured Party's rights or remedies. All rights and remedies of Secured Party shall be cumulative and may be exercised singularly or concurrently, at Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtors under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. For purposes of this Agreement, notice to the Borrower in accordance with the Credit Agreement shall be

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deemed notice to all Debtors, regardless of whether each Debtor is sent separate copies of such notice or even specifically identified in such notice. Secured Party shall not be obligated to preserve any rights any Debtor may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Debtors and Secured Party and their respective participants, successors and assigns and shall take effect when signed by Debtors and delivered to Secured Party, and each Debtor waives notice of Secured Party's acceptance hereof. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by any Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Minnesota without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

Signature page follows

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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

VISTA-PRO AUTOMOTIVE, LLC

Name:/John Newman

Title: Vice Fresident

STATE OF MI)
COUNTY OF Oction }

The foregoing instrument was acknowledged before me this 20 day of June, 2013, by John Newman, the Vice President of Vista-Pro Automotive, LLC, a Delaware limited liability company, on behalf of said company.

Notary Nublic (

JEANNE REGENTIN
Notary Public - Michigan
Oakland County
My Commission Supires Apr 18, 2014
Acting in the County of

Wells Fargo Bank, National Association MAC N2814-220 150 S. Wacker Drive, Suite 2200 Chicago, Illinois 60606 Attention: Daniel J. Manella Facsimile: (312) 444-9423

Email: daniel.j.manella@wellsfargo.com

WELLS FARGO BANK, NATIONAL ASSOCIATION

Name: Kimberly Leppanen
Title: Vice President

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this day of June, 2013, by Kimberly Leppanen, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

PENNY LOU PASZKIEWICZ Notary Public Minvesola My Commission Expires January 31, 2015

EXHIBIT A

UNITED STATES ISSUED PATENTS

Patent Description	Registration Number	Registration Date	Expiration Date
Heat Exchanger	5,329,988	7/19/1994	5/28/2013
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	5,894,649	4/20/1999	8/28/2017
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks	6,330,747	12/18/2001	8/28/2017
Welded Heat Exchanger with Grommet Construction	6,247,232	6/19/2001	3/10/2019
Welded Heat Exchanger with Grommet Construction	6,460,610	10/8/2002	3/10/2019
Resiliently Bonded Heat Exchanger	6,719,037	4/13/2004	9/1/2021
Resiliently Bonded Heat Exchanger	7,089,998	8/15/2006	5/2/2021
Sacrificial Erosion Bridge for a Heat Exchanger	5,465,783	11/14/1995	3/4/2014
Engine Cooling Radiator	7,694,724	4/13/2010	1/9/2029
Radiator Tank	D545,247 S	6/26/2007	6/26/2021
Fitting Aligner and Method of Aligning and Connecting Threaded Fasteners	7,594,312	9/29/2009	5/20/2028
Fitting Aligner	7,647,683	1/19/2010	7/8/2028
Concentric Tube Oil Cooler	7,516,779	4/14/2009	12/12/2026
Heat Exchanger Manifold Sealing System	7,640,971	1/5/2010	1/17/2028
Method for Producing a Split Louver Heat Exchanger Fin	7,866,042	1/11/2011	11/5/2029
Heat Exchanger Fin with Ribbed Hem	8,408,283	4/2/2013	2/1/2029

Exhibit A

UNITED STATES PATENT APPLICATIONS

Patent Application	Application/Serial Number	Application Date
Composite Construction Oil Cooler Fitting	12/208,895	9/11/2008
Method for Producing a Split Louver Heat Exchanger Fin	12/956,605	11/30/2010
Heat Exchanger Fin with Ribbed Hem	13/778,270	2/27/2013
Plate-Type Oil Cooler	12/208,890	9/11/2008
Modular Heat Exchanger	12/263,836	11/3/2008
Slidable Locating Plate for Grommeted Heat Exchanger	12/407,241	3/19/2009

FOREIGN ISSUED PATENTS

Patent Description	Registration Number	Registration Date	Expiration Date
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks (Australia)	728837	8/19/1998	8/19/2018
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks (Canada)	2,301,098	9/9/2003	8/19/2018
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks (China)	ZL98808609.3	3/31/2004	8/19/2018
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks (Mexico)	222694	9/14/2004	8/19/2018
Heat Exchanger Assembly Utilizing Grommets and Integral Cast Tanks (China)	ZL03119991.7	11/15/2006	8/19/2018
Welded Heat Exchanger with Grommet Construction (Australia)	754417	2/16/2000	2/16/2020
Welded Heat Exchanger with Grommet Construction (Canada)	2,364,497	1/30/2007	2/16/2020
Welded Heat Exchanger with Grommet Construction (Mexico)	232148	11/14/2005	2/16/2020
Welded Heat Exchanger with Grommet Construction (Australia)	2003200154	1/17/2003	2/16/2020

Exhibit A

Patent Description	Registration Number	Registration Date	Expiration Date
Welded Heat Exchanger with Grommet Construction (Mexico)	243347	1/16/2007	2/16/2020
Radiator Tank (Canada)	112755	5/31/2007	5/31/2017
Heat Exchanger Fin (China)	ZL200780048885.	10/24/2012	12/14/2027

FOREIGN PATENT APPLICATIONS

Patent Application	Application/Serial Number	Application Date
Engine Cooling Radiator (Venezuela)	2006-000612	3/23/2006
Radiator Tank (Venezuela)	2005-001931	9/23/2005
Heat Exchanger Fin (Canada)	2,672,218	12/14/2007
Heat Exchanger Fin (EPC)	07853381.7	12/14/2007
Heat Exchanger Fin (Mexico)	MX/a/2009/005538	12/14/2007
Heat Exchanger Fin (Mexico)	MX/a/2012/003065	12/14/2007
Plate-Type Oil Cooler (Canada)	2,676,861	8/27/2009
Plate-Type Oil Cooler (Mexico)	MX/a/2009/008207	7/31/2009

Exhibit A

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

Trademark	Registration Number	Registration Date	Expiration Date
AIR PRO QUALITY PARTS & Design	1,998,980	9/10/1996	9/10/2016
AIR PRO QUALITY PARTS & Design	3,535,768	11/25/2008	11/25/2018
CLIMATEPRO	75/844,876	11/12/2002	11/12/2022
G&O	1,784,031	7/27/1993	7/27/2013
HBX	3,335,696	11/13/2007	11/13/2017
HBX (Stylized)	3,235,682	5/1/2007	5/1/2017
HEATBUSTER	1,930,965	10/31/1995	10/31/2015
LAST CALL AUTO PARTS	3,497,536	9/9/2008	9/9/2018
PROLIANCE	3,424,140	5/6/2008	5/6/2018
READY AIRE	1,292,081	8/28/1984	8/28/2014
READY-AIRE	2,980,626	8/2/2005	8/2/2015
READY-RAD	1,103,835	10/10/1978	10/10/2018
ULTRA-FUSED	1,689,838	6/2/1992	6/2/2022
VISTA-PRO	3,958,552	5/10/2011	5/10/2021
VISTA-PRO AUTOMOTIVE	3,966,919	5/24/2011	

APPLICATIONS

Trademark Application	Application/Serial Number	Application Date
PROLIANCE (Thailand)	673415	9/14/2007
PROLIANCE (Thailand)	673416	9/14/2007
VISTA-PRO AUTOMOTIVE (Australia)	1443696	8/19/2011
CLIMATEPRO	2649913	11/12/2002
FEDCO	1753789	2/23/1993

COLLECTIVE MEMBERSHIP MARKS

None.

Exhibit B

SUPPLEMENTAL REGISTERED MARKS

None.

UNREGISTERED MARKS MATERIAL TO BUSINESS

None.

$\frac{FOREIGN\:ISSUED\:TRADEMARKS, SERVICE\:MARKS\:AND\:COLLECTIVE\:MEMBERSHIP}{MARKS}$

Trademark	Registration Number	Registration Date	Expiration Date
AIR PRO QUALITY PARTS & Design (Mexico)	1028208	2/29/2008	8/8/2017
AIR PRO QUALITY PARTS & Design (Mexico)	1085627	2/19/2009	8/8/2017
AIR PRO QUALITY PARTS & Design (Mexico)	1044627	6/9/2008	3/28/2018
CLIMATEPRO (Canada)	1,095,134	9/29/2003	9/29/2018
CLIMATEPRO (Mexico)	480537	6/29/2001	4/10/2021
CLIMATEPRO & Design (Canada)	TMA591,052	9/29/2003	9/29/2018
CLIMATEPRO & Design (Mexico)	715756	9/24/2001	4/17/2021
HBX (Canada)	TMA729,730	11/28/2008	11/28/2023
HBX (Mexico)	924969	3/22/2006	6/29/2015
HEATBUSTER (China)	4305857	3/21/2007	3/20/2017
HEATBUSTER (Mexico)	866007	1/27/2005	10/25/2014
PROLIANCE (Canada)	TMA709,026	3/6/2008	3/6/2023
PROLIANCE (China)	5977586	12/28/2009	12/27/2019
PROLIANCE (CTM)	4431953	10/16/2006	5/11/2015
PROLIANCE (Indonesia)	IDM000193362	2/17/2009	6/8/2017
PROLIANCE (Korea)	40-0754245	7/18/2008	7/18/2018
PROLIANCE (Mexico)	954719	9/25/2006	5/3/2015

Exhibit B

Trademark	Registration Number	Registration Date	Expiration Date
PROLIANCE (Mexico)	1026719	2/26/2008	5/3/2015
PROLIANCE (Mexico)	1029532	3/11/2008	5/3/2015
PROLIANCE (Taiwan)	1338642	11/16/2008	11/15/2018
READY AIRE (Canada)	303,014	5/24/1985	5/24/2015
READY AIRE (China)	4271855	2/28/2007	2/27/2017
READY AIRE (China)	4513912	11/21/2007	11/20/2017
READY AIRE (China)	4513911	5/21/2008	5/20/2018
READY AIRE (Mexico)	863538	12/14/2004	10/25/2014
READY AIRE (Mexico)	963309	11/24/2006	4/27/2015
READY RAD (China)	4271856	2/28/2007	2/27/2017
READY RAD (Mexico)	863539	12/14/2004	10/25/2014
ULTRA FUSED (Canada)	321,058	11/28/1986	11/28/2016
ULTRA FUSED (China)	4271853	2/28/2007	2/27/2017
ULTRA FUSED (Mexico)	414511	5/26/1992	11/7/2020
VISTA-PRO (Canada)	TMA828,877	7/31/2012	7/31/2027
VISTA-PRO AUTOMOTIVE (Argentina)	2.387.984	8/17/2010	8/17/2020
VISTA-PRO AUTOMOTIVE (Argentina)	2.387.987	8/17/2010	8/17/2020
VISTA-PRO AUTOMOTIVE (Argentina)	2.387.990	8/17/2010	8/17/2020
VISTA-PRO AUTOMOTIVE (Argentina)	2.387.992	8/17/2010	8/17/2020
VISTA-PRO AUTOMOTIVE (Argentina)	2.387.994	8/27/2010	8/27/2020
VISTA-PRO AUTOMOTIVE (Argentina)	2.388.116	8/27/2010	8/27/2020
VISTA-PRO AUTOMOTIVE (Australia)	1326640	12/9/2011	10/19/2019
VISTA-PRO AUTOMOTIVE (Canada)	TMA828,857	7/31/2012	7/31/2027

Exhibit B

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Trademark	Registration Number	Registration Date	Expiration Date
VISTA-PRO AUTOMOTIVE (China)	7729098	12/14/2010	12/13/2020
VISTA-PRO AUTOMOTIVE (China)	7729097	12/14/2010	12/13/2020
VISTA-PRO AUTOMOTIVE (China)	7729096	3/14/2011	3/13/2021
VISTA-PRO AUTOMOTIVE (China)	7729095	3/14/11	3/13/2021
VISTA-PRO AUTOMOTIVE (China)	7729121	12/14/2010	12/13/2020
VISTA-PRO AUTOMOTIVE (China)	7729120	1/21/2011	1/20/2021
VISTA-PRO AUTOMOTIVE (China)	7729119	2/7/2011	2/6/2021
VISTA-PRO AUTOMOTIVE (China)	7729118	1/21/2011	1/20/2021
VISTA-PRO AUTOMOTIVE (China)	7729114	1/21/2011	1/20/2021
VISTA-PRO AUTOMOTIVE (Japan)	5416267	6/3/2011	6/3/2021
VISTA-PRO AUTOMOTIVE (Japan)	5434300	8/26/2011	8/26/2021
VISTA-PRO AUTOMOTIVE (Japan)	5416268	6/3/2011	6/3/2021
VISTA-PRO AUTOMOTIVE (Japan)	5416269	6/3/2011	6/3/2021
VISTA-PRO AUTOMOTIVE (Japan)	5416270	6/3/2011	6/3/2021
VISTA-PRO AUTOMOTIVE (Japan)	5339869	7/23/2010	7/23/2020
VISTA-PRO AUTOMOTIVE (Korea)	40-0862819	4/29/2011	4/29/2021
VISTA-PRO AUTOMOTIVE (Mexico)	1143055	2/15/2010	10/7/2019
VISTA-PRO AUTOMOTIVE (Mexico)	1155025	4/26/2010	10/8/2019
VISTA-PRO AUTOMOTIVE (Mexico)	1145646	2/25/2010	10/9/2019
VISTA-PRO AUTOMOTIVE (Mexico)	1139323	1/25/2010	10/8/2019
VISTA-PRO AUTOMOTIVE (Mexico)	1193200	12/3/2010	10/8/2019
VISTA-PRO AUTOMOTIVE (Mexico)	1145337	2/24/2010	10/8/2019
VISTA-PRO AUTOMOTIVE (Mexico)	1152888	4/15/2010	10/8/2019

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Trademark	Registration Number	Registration Date	Expiration Date
VISTA-PRO AUTOMOTIVE (Mexico)	1152889	4/15/2010	10/8/2019
VISTA-PRO AUTOMOTIVE (Mexico)	1152890	4/15/2010	10/8/2019

FOREIGN APPLICATIONS

None.

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RECORDED: 06/21/2013