

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345253

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCORE HOLDINGS, INC.		06/19/2015	CORPORATION: DELAWARE
ROCORE THERMAL SYSTEMS, LLC		06/19/2015	LIMITED LIABILITY COMPANY: WISCONSIN
ROCORE KNOXVILLE, LLC		06/19/2015	LIMITED LIABILITY COMPANY: WISCONSIN
ROCORE INDUSTRIES, INC.		06/19/2015	CORPORATION: WISCONSIN
ROCORE PADUCAH, LLC		06/19/2015	LIMITED LIABILITY COMPANY: DELAWARE
ROCORE SOUTHWEST, INC.		06/19/2015	CORPORATION: WISCONSIN
C.T.I. INDUSTRIES, INC.		06/19/2015	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	The PrivateBank and Trust Company, as Administrative Agent		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	State Bank: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1365236	AMERICAN RADIATOR	
CORRESPONDENCE DATA			
Fax Number:	3126095005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-609-7943		
Email:	skowalski@vedderprice.com		
Correspondent Name:	Sylvia Kowalski		
Address Line 1:	222 North LaSalle Street - 24th Floor		
Address Line 4:	Chicago, ILLINOIS 60601		
ATTORNEY DOCKET NUMBER:	40180.00.0096 - MCMILLEN		

CH \$40.00 1365236

NAME OF SUBMITTER:	Sylvia Kowalski
SIGNATURE:	/Sylvia Kowalski/
DATE SIGNED:	06/19/2015
Total Attachments: 7 source=Patent and Trademark Security Agreement (2)#page1.tif source=Patent and Trademark Security Agreement (2)#page2.tif source=Patent and Trademark Security Agreement (2)#page3.tif source=Patent and Trademark Security Agreement (2)#page4.tif source=Patent and Trademark Security Agreement (2)#page5.tif source=Patent and Trademark Security Agreement (2)#page6.tif source=Patent and Trademark Security Agreement (2)#page7.tif	

PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19th day of June, 2015 by (i) ROCORE HOLDINGS, INC. a Delaware corporation ("Holdings 1"), ROCORE THERMAL SYSTEMS, LLC, a Wisconsin limited liability company ("Thermal"), ROCORE KNOXVILLE, LLC, a Wisconsin limited liability company ("Knoxville"), ROCORE INDUSTRIES, INC., a Wisconsin corporation ("Industries"), ROCORE PADUCAH, LLC, a Delaware limited liability company ("Paducah"), ROCORE SOUTHWEST, INC., a Wisconsin corporation ("Southwest"), (ii) immediately following the consummation of the Related Transaction, C.T.I. INDUSTRIES, INC., a Connecticut corporation ("CTI", and together with Holdings 1, Thermal, Knoxville, Industries, Paducah, and Southwest, individually each a "Grantor" and collectively the "Grantors") in favor of The PrivateBank and Trust Company, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Company and/or its affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof (but subject to the terms of the Guaranty and Collateral Agreement), to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the

Guaranty and Collateral Agreement. In the event that any provision of this Agreement is deemed to conflict with the Guaranty and Collateral Agreement, the provisions of the Guaranty and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith; provided, that notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.

(Signature Page Follows)

(Signature Page to Patent and Trademark Security Agreement)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

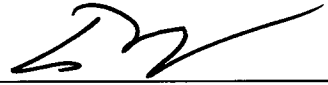
GRANTORS:

ROCORE HOLDINGS, INC., a Delaware corporation

By: 


Jason S. Van Zant
Vice President

ROCORE THERMAL SYSTEMS, LLC, a Wisconsin limited liability company

By: 

Jason S. Van Zant
Vice President

ROCORE KNOXVILLE, LLC, a Wisconsin limited liability company

By: 

Jason S. Van Zant
Vice President

ROCORE INDUSTRIES, INC., a Wisconsin corporation

By: 

Jason S. Van Zant
Vice President

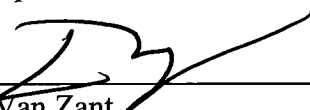
(Signature Page to Patent and Trademark Security Agreement)

ROCORE PADUCAH, LLC, a Delaware
limited liability company

By: 

Jason S. Van Zant
Vice President

ROCORE SOUTHWEST, INC., a
Wisconsin corporation

By: 

Jason S. Van Zant
Vice President

C.T.I. INDUSTRIES, INC., a Connecticut
corporation

By: 

Jason S. Van Zant
Vice President

*intending and confirming by this signature
to join this Agreement as "Grantor"
immediately upon the consummation of the
Related Transaction*

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:

**THE PRIVATEBANK AND TRUST
COMPANY, as Administrative Agent**

By:  _____
Jennifer Dakoske
Managing Director

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Name of Owner	Trademark	Trademark Registration Number	Registration Date
Rocore Industries, Inc.	AMERICAN RADIATOR	1,365,236	October 15, 1985

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

None.