

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405528

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modine Manufacturing Company		11/15/2016	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	IL1-1145/54/63, P.O. Box 6026		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60680-6026		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	668689	MODINE	
Registration Number:	1252849	BETA WELD	
Registration Number:	1471357		
Registration Number:	1471356	PF	
Registration Number:	2051370	GRADUATE	
Registration Number:	2130915	SENTINEL	
Registration Number:	2266889	SQUARE WAVE	
Registration Number:	2281236	HOT DAWG	
Registration Number:	2280971	MODINE	
Registration Number:	2369311	CLASSMATE	
Registration Number:	2444568	WEATHERHAWK	
Registration Number:	2444567	WEATHERHAWK	
Registration Number:	2447937	PF	
Registration Number:	2505761	M	
Registration Number:	3075429	SCHOOLMATE	
Registration Number:	3182358	AIREDALE	
Registration Number:	4086893	EFFINITY 93	
Registration Number:	4148920	CONSERVICORE TECHNOLOGY	
Registration Number:	4165096	PF	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4165857	ATHERION X
Registration Number:	4176895	ATHERION
Registration Number:	4183801	CF
Serial Number:	86751632	HOT DAWG

CORRESPONDENCE DATA

Fax Number: 3129939767

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.

Phone: 3129932647

Email: zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER: 049067-0158

NAME OF SUBMITTER: Zeynep Gieseke

SIGNATURE: /zg/

DATE SIGNED: 11/15/2016

Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (the "Confirmatory Grant") is made effective as of November 15, 2016 by and from Modine Manufacturing Company, a Wisconsin corporation (the "Grantor"), to and in favor of JPMORGAN CHASE BANK, N.A., (the "Grantee") for itself and as Collateral Agent for the Secured Parties (as defined in the Security Agreement referenced below).

WHEREAS, the Grantor, the Lenders (as defined therein) and the Grantee have entered into the Third Amended and Restated Credit Agreement dated November 15, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and the holders of the Notes (as defined therein) have entered into the Amended and Restated Note Purchase and Private Shelf Agreement dated as of November 15, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement").

WHEREAS, the Grantor and certain Subsidiaries of the Grantor have entered into the Amended and Restated Pledge and Security Agreement dated November 15, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are registered or pending with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Financing Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of all the Secured Obligations. Upon the payment in full of all Secured Obligations (other than contingent indemnification and other contingent obligations), the Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to the Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Trademarks,

(3) the goodwill associated with such Trademarks, and (4) all causes of action arising prior to or after the date hereof for infringement of the Trademarks or unfair competition regarding the same.

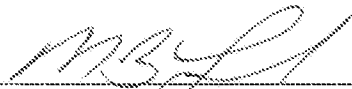
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

4) Governing Law. This Confirmatory Grant 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 Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

MODINE MANUFACTURING COMPANY

By: 

Name: Michael B. Lucareli

Title: Vice President, Finance and Chief Financial Officer

Signature Page to
Confirmatory Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 005921 FRAME: 0254

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Modine Manufacturing Company	MODINE	10/21/1958	668689
Modine Manufacturing Company	BETA WELD	10/4/1983	1252849
Modine Manufacturing Company	DESIGN (PF)	1/5/1988	1471357
Modine Manufacturing Company	PF	1/5/1988	1471356
Modine Manufacturing Company	GRADUATE	4/8/1997	2051370
Modine Manufacturing Company	SENTINEL	1/20/1998	2130915
Modine Manufacturing Company	SQUARE WAVE	8/3/1999	2266889
Modine Manufacturing Company	HOT DAWG & DESIGN	9/28/1999	2281236
Modine Manufacturing Company	MODINE	9/28/1999	2280971
Modine Manufacturing Company	CLASSMATE	7/18/2000	2369311
Modine Manufacturing Company	WEATHERHAWK	4/17/2001	2444568
Modine Manufacturing Company	WEATHERHAWK & LOGO	4/17/2001	2444567
Modine Manufacturing Company	PF	5/1/2001	2447937
Modine Manufacturing Company	M AND DESIGN	11/13/2001	2505761
Modine Manufacturing Company	SCHOOLMATE	4/4/2006	3075429
Modine Manufacturing Company	AIREDALE	12/12/2006	3182358
Modine Manufacturing Company	EFFINITY 93 & DESIGN	1/17/2012	4086893
Modine Manufacturing Company	CONSERVICORE TECHNOLOGY	5/29/2012	4148920
Modine Manufacturing Company	PF LOGO	6/26/2012	4165096
Modine Manufacturing Company	ATHERION LOGO	6/26/2012	4165857
Modine Manufacturing Company	ATHERION	7/17/2012	4176895
Modine Manufacturing Company	CF LOGO (NEW)	7/31/2012	4183801

TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark App.</u>	<u>App. Filing Date</u>	<u>App. Serial #</u>
Modine Manufacturing Company	AIREDALE & DESIGN	1/30/2013	85/836261
Modine Manufacturing Company	EFFINITY AND DESIGN	3/30/2015	86/581520
Modine Manufacturing Company	HOT DAWG	9/9/2015	86/751632
Modine Manufacturing Company	TEAMMATE	2/8/2016	86/900,368