

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420676

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luvata Grenada LLC		03/22/2017	Limited Liability Company: DELAWARE
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: 8			
Property Type	Number	Word Mark	
Registration Number:	4328937	MODU-COIL	
Registration Number:	4325150	MODU-COIL	
Registration Number:	3329815	HEATCRAFT WORLDWIDE REFRIGERATION	
Registration Number:	2444521	COIL CALC	
Registration Number:	2101523	FOR QUALITY INSIDE ... HAVE HEATCRAFT WI	
Registration Number:	1637453	HEATCRAFT	
Registration Number:	0862384	HI-F	
Registration Number:	2370086	RAISED LANCE	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	c/o LATHAM & WATKINS LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	049067-0158		

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NAME OF SUBMITTER:	Zeynep Gieseke
SIGNATURE:	/zg/
DATE SIGNED:	03/22/2017
Total Attachments: 4 source=Confirmatory Grant of Security Interest in U.S. Trademarks#page1.tif source=Confirmatory Grant of Security Interest in U.S. Trademarks#page2.tif source=Confirmatory Grant of Security Interest in U.S. Trademarks#page3.tif source=Confirmatory Grant of Security Interest in U.S. Trademarks#page4.tif	

**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 March 22, 2017 by and from Luvata Grenada LLC, a Delaware limited liability company (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, Modine Manufacturing Company (the "Company"), 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 Company 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 Company and certain Subsidiaries of the Company, including 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.

LUVATA GRENADA LLC

By: 
Name: Scott Reaume
Title: Treasurer

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

TRADEMARK
REEL: 006016 FRAME: 0005

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>
Luvata Grenada LLC	MODU-COIL	04/30/2013	4328937
Luvata Grenada LLC	MODU-COIL	04/23/2013	4325150
Luvata Grenada LLC	HEATCRAFT WORLDWIDE REFRIGERATION (fig)	11/06/2007	3329815
Luvata Grenada LLC	COIL CALC	04/17/2001	2444521
Luvata Grenada LLC	FOR QUALITY INSIDE...HAVE HEATCRAFT WITHIN.	09/30/1997	2101523
Luvata Grenada LLC	HEATCRAFT AND DESIGN	03/12/1991	1637453
Luvata Grenada LLC	HI-F	12/24/1968	0862384
Luvata Grenada LLC	RAISED LANCE	07/25/2000	2370086