

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM425136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HEAVY DUTY RADIATOR, LLC		02/28/2017	Limited Liability Company: MICHIGAN
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEMCAP LENDING I, LLC		
<b>Street Address:</b>	24955 Pacific Coast Highway		
<b>Internal Address:</b>	Suite A202		
<b>City:</b>	Malibu		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90265		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85349359	POWERMAX	
<b>Serial Number:</b>	77006314	DETROIT RADIATOR CORPORATION D·R·C	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2125865095		
<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>			
<b>Phone:</b>	212-586-5800		
<b>Email:</b>	rboghosian@ctswlaw.com		
<b>Correspondent Name:</b>	Robert Boghosian		
<b>Address Line 1:</b>	420 Lexington Avenue		
<b>Address Line 2:</b>	Suite 4200		
<b>Address Line 4:</b>	New York, NEW YORK 10170		
<b>NAME OF SUBMITTER:</b>	Robert Boghosian		
<b>SIGNATURE:</b>	/Robert Boghosian/		
<b>DATE SIGNED:</b>	04/26/2017		
<b>Total Attachments: 10</b>			
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent Trademark Security Agreement, dated as of February 28, 2017 (this "Agreement"), made by HEAVY DUTY RADIATOR, LLC, a Michigan limited liability company with a principal place of business located at 15385 Pine, Romulus, MI 48174 (the "Grantor") in favor of GEMCAP LENDING I, LLC, a Delaware limited liability company with offices at 24955 Pacific Coast Highway, Suite A202, Malibu, CA 90265 (together with its successors and assigns, "Lender").

### RECITALS

**WHEREAS**, the Grantor has an ownership interest in the patents identified on **Exhibit 1** hereto (collectively, the "Patents"); and

**WHEREAS**, the Grantor has an ownership interest in the trademarks identified on **Exhibit 2** hereto (collectively, the "Trademarks"); and

**WHEREAS**, the Grantor and the Lender are parties to that certain Loan and Security Agreement, of even date herewith (as from time to time amended or supplemented, the "Loan Agreement"); and

**WHEREAS**, the Grantor has granted to Lender a security interest in all of its property and assets, including, without limitation, the Patents and Trademarks, to secure the performance of Grantor's obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it is a condition precedent to the Lender's entry into the Loan Agreement and the other Loan Documents that the Grantor execute and deliver this Agreement to the Lender; and

**WHEREAS**, the Grantor and the Lender by this instrument seek to confirm and make a record of the grant of the security interest in the Patents and Trademarks and the assignment of the Patents and Trademarks upon the occurrence of an Event of Default in accordance with the terms of this Agreement; and

**WHEREAS**, capitalized terms used and not defined herein have the meanings given to them in the Loan Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Grantor hereby agrees, confirms and acknowledges as follows:


1. The Grantor does hereby acknowledge and confirm that the Patents and Trademarks and the goodwill associated therewith constitute Intellectual Property included in the Collateral pledged by Grantor to Lender pursuant to the Loan Agreement.

2. The Grantor further acknowledges and confirms that the rights and remedies of Lender with respect to the Patents and Trademark are more fully set forth in the Loan Agreement and the other Loan Documents, the terms and provisions of which are incorporated herein by reference.
3. The Grantor hereby irrevocably constitutes and appoints Lender, with full power of substitution, as its true and lawful attorney-in-fact, with full irrevocable power and authority in its place and stead and in its name or otherwise, from time to time in Lender's sole discretion, at such Grantor's sole cost and expense, to take any and all action and to execute and deliver any and all documents and instruments which Lender may deem reasonably necessary or advisable to (a) accomplish the purposes of perfecting, continuing and preserving, a continuing first priority security interest in the Patents and Trademarks and the goodwill associated therewith in favor of Lender, and (b) effect a transfer of the Patents and Trademarks and the goodwill associated therewith to Lender or to Lender's designees without further consent or authorization of the Grantor upon the occurrence of an Event of Default. In furtherance and not in limitation of the foregoing, if an Event of Default has occurred and is continuing, the Lender is hereby authorized file with the United States Patent and Trademark Office or with such other governmental authorities, the assignment in the form substantially similar to that of **Exhibits A-1 and A-2** attached to this Agreement, together with such other instruments and documents as the Lender may deem necessary or appropriate to effectuate the foregoing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK AND SIGNATURE ON NEXT PAGE]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

HEAVY DUTY RADIATOR, LLC

By:   
Name: David Bore  
Title: President

ACCEPTED AND AGREED:

LENDER:

GEMCAP LENDING I, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE – PATENT AND TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, this Patent and Trademark Security Agreement as of the day and year first above written.

**HEAVY DUTY RADIATOR, LLC**

By: \_\_\_\_\_

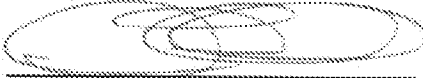
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

**LENDER:**

**GEMCAP LENDING I, LLC**

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE - PATENT AND TRADEMARK SECURITY AGREEMENT]

**EXHIBIT 1**

**Patents**

<b>COUNTRY</b>	<b>APPLN NO</b>	<b>APPLN DATE</b>	<b>STATUS</b>	<b>GRANT NO</b>	<b>GRANT DATE</b>
US	14/081,418	11/15/2013		9,090,159	7/28/2015
US	14/809,832	7/27/2015		9,238,404	1/19/2016
US	29538524	9/4/2015		D746,732	1/5/2016
US	29538786	9/8/2015		D751,472	3/15/2016

EXHIBIT 2

Trademarks

Serial No. / Registration No.	Item	Status	Filing Date	Date Registered	Registrant
85349359	POWERMAX	Live	June 17, 2011	October 1, 2013	Randall Industries, Inc. DBA Detroit Radiator Corporation
77006314	Detroit Radiator Corporation DRC	Live	September 25, 2006	April 8, 2008	Randall Industries, Inc. DBA Detroit Radiator Corporation



**EXHIBIT A-1**

**ASSIGNMENT OF PATENTS**

This **ASSIGNMENT OF PATENTS** (this "Assignment"), dated as of \_\_\_\_\_, 201\_\_ made by Heavy Duty Radiator, LLC, a Michigan limited liability company with a principal place of business located at 15385 Pine, Romulus, MI 48174 (the "Assignor") for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

**RECITALS:**

**WHEREAS**, Assignor has an ownership interest in the Patents described on **Exhibit I** attached hereto (the "Patents"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of February 28 2017 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Patents and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Patents to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Patents as follows:

1. Assignment of Patents. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Patents together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such

governmental authorities, including the United States Patent and Trademark Office, as Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first above written.

**ASSIGNOR:**

**HEAVY DUTY RADIATOR, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A-2**

**ASSIGNMENT OF TRADEMARKS**

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment"), dated as of \_\_\_\_\_, 201\_\_ made by Heavy Duty Radiator, LLC, a Michigan limited liability company with a principal place of business located at 15385 Pine, Romulus, MI 48174 (the "Assignor") for the benefit of GemCap Lending I, LLC, a Delaware limited liability company ("Lender") and in favor of the Assignee as set forth below.

**RECITALS:**

**WHEREAS**, Assignor has an ownership interest in the Trademarks described on **Exhibit 1** attached hereto (the "Trademarks"); and

**WHEREAS**, Assignor and Lender are parties to that certain Loan and Security Agreement, dated as of February 28, 2017 (as from time to time amended or supplemented, the "Loan Agreement"; capitalized terms used and not defined herein shall have the meanings set forth in the Loan Agreement); and

**WHEREAS**, Assignor granted to Lender a security interest in substantially all of Assignor's property and assets to including the Trademarks and the goodwill associated therewith to secure the performance of its obligations under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, it was a condition precedent to the Lender's entry into the Loan Agreement that Assignor shall have executed and delivered this Assignment; and

**WHEREAS**, one or more Events of Default have occurred under the Loan Agreement and the Lender has the right to exercise its rights and remedies under the Loan Agreement and the other Loan Documents; and

**WHEREAS**, by this instrument, Assignor is hereby assigning the Trademarks to the Lender or its designee as set forth herein (such party defined herein as the Assignee).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of are hereby acknowledged, Assignor hereby assigns to Lender the Trademarks as follows:

1. Assignment of Trademarks. Assignor hereby assigns, transfers, and conveys to \_\_\_\_\_, a \_\_\_\_\_ with offices at \_\_\_\_\_ (the "Assignee") all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated therewith.

2. Filing and Recordation. Assignee is hereby authorized to file or record this Assignment or any other instrument in such public offices and with such governmental authorities, including the United States Patent and Trademark Office, as

Assignee may determine from time to time for the purpose of evidencing the foregoing assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first above written.

**ASSIGNOR:**

**HEAVY DUTY RADIATOR, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_