

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Confirmatory Grant of Security Interest in United States Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Modine Grenada LLC		06/28/2019	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:	60603		
Entity Type:	national association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88201360	HEATCRAFT	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	049067-0158		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	06/28/2019		
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 June 28, 2019 by and from Modine Manufacturing Company, a Wisconsin corporation and Modine Grenada LLC, a Delaware limited liability company (each, a “Grantor” and collectively, the “Grantors”), 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, Airedale International Air Conditioning Limited, the other Subsidiary Borrowers (as defined therein) party thereto from time to time, the Lenders (as defined therein) from time to time party thereto and the Grantee have entered into the Fourth Amended and Restated Credit Agreement dated June 28, 2019 (as may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, Modine Manufacturing Company, PGIM, Inc. 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 Grantors, certain Subsidiaries of Modine Manufacturing Company and the Grantee have entered into an 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 Grantors own 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 Grantors all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantors hereby grant to the Grantee a security interest in (1) all of each 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 such 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.

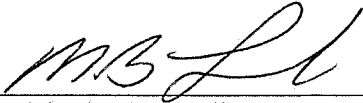
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be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

MODINE GRENADA LLC

By: _____

Name: Scott Reaume

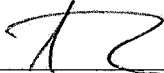
Title: Treasurer

IN WITNESS WHEREOF, the Grantors have 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

MODINE GRENADA LLC

By:  _____
Name: Scott Reaume
Title: Treasurer

CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

Exhibit A - SCHEDULE OF TRADEMARKS

TRADEMARKS

<u>Name of Grantor</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
Modine Manufacturing Company	EFFINITY AND DESIGN	US	1/24/2017	5,129,633
Modine Manufacturing Company	TEAMMATE	US	10/10/2017	5307356

TRADEMARK APPLICATIONS

<u>Name of Grantor</u>	<u>Trademark App.</u>	<u>Country</u>	<u>Application Filing Date</u>	<u>Application Serial Number</u>
Modine Grenada LLC	HEATCRAFT	US	11/20/2018	88/201360
Modine Manufacturing Company	EFFINITY	US	2/7/2019	88/293072