

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	First Amendment and Ratification of Patent Security Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
Proliance International, Inc.	02/28/2007

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Capital Finance Corporation (New England)
<b>Street Address:</b>	One Post Office Square, Suite 3600
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02109

**PROPERTY NUMBERS Total: 21**

Property Type	Number
Patent Number:	5329988
Patent Number:	5150520
Patent Number:	5894649
Patent Number:	6719037
Patent Number:	6951240
Patent Number:	5182882
Patent Number:	5465783
Patent Number:	6247232
Patent Number:	7089998
Patent Number:	6460610
Patent Number:	6330747
Application Number:	10723879
Application Number:	10723881
Application Number:	29226111
Application Number:	11131674

CH \$840.00 5329988

Application Number:	11368088
Application Number:	11376525
Application Number:	11622512
Application Number:	11655643
Application Number:	10936331
Application Number:	11239487

**CORRESPONDENCE DATA**

Fax Number: (617)856-8201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-856-8145  
Email: ip@brownrudnick.com  
Correspondent Name: Mark S. Leonardo  
Address Line 1: One Financial Center  
Address Line 2: Brown Rudnick Berlack Israels LLP  
Address Line 4: BOSTON, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	15906/116
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NAME OF SUBMITTER:	Mark S. Leonardo
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**Total Attachments: 5**  
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## **FIRST AMENDMENT AND RATIFICATION OF PATENT SECURITY AGREEMENT**

This FIRST AMENDMENT AND RATIFICATION OF PATENT SECURITY AGREEMENT (this "Amendment") dated as of February 28, 2007, by and between Wachovia Capital Finance Corporation (New England) (formerly known as Congress Financial Corporation (New England)) as agent for the benefit of the lenders from time to time party to the Loan Agreement (hereinafter defined) and, for certain purposes, the Bank Product Providers (as defined in the Loan Agreement) (in such capacity, "Agent") and Proliance International, Inc. (formerly known as Transpro, Inc.) ("Company"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Patent Security Agreement (hereinafter defined).

WHEREAS, Company and Wachovia Capital Finance Corporation (New England) (formerly known as Congress Financial Corporation (New England)) ("Wachovia") entered into that certain Patent Security Agreement dated as of January 4, 2001 (as amended to date, and as may be further amended, restated, modified and/or supplemented from time to time, the "Patent Security Agreement");

WHEREAS, Company and Ready Aire, Inc. have requested that the Loan and Security Agreement dated as of January 4, 2001 by and between Wachovia, Company and Ready Aire, Inc. (as amended to date, the "Initial Loan Agreement") be amended and restated by that certain Amended and Restated Loan and Security Agreement, dated as of February 28, 2007 by and between Company, Ready Aire, Inc., Aftermarket Delaware Corporation, Aftermarket LLC, the lenders from time to time party thereto (each individually, a "Lender" and collectively, "Lenders") and Agent (as hereafter amended, restated, modified and/or supplemented from time to time, the "Loan Agreement");

WHEREAS, Agent and Lenders have agreed to the foregoing provided that, among other conditions, Company agrees to amend the Patent Security Agreement in accordance with the provisions hereof.

NOW THEREFORE, Wachovia, Agent and Company agree as follows:

1. Amendment to Patent Security Agreement.

(a) Wachovia hereby assigns its right, title and interest in and to the Patent Security Agreement to Agent and Company hereby consents to such assignment. Wachovia, Company and Agent acknowledge and agree that (i) all references to "Loan Agreement" in the Patent Security Agreement shall mean "Loan Agreement" as defined herein, (ii) all references to "Borrower" and "Transpro, Inc." in the Patent Security Agreement shall mean "Company" as defined herein, (iii) all references to "Patent Collateral Assignment and Security Agreement" in the Patent Security Agreement shall mean "Patent Security Agreement" as defined herein, (iv) all references to "Secured Party" and "Congress Financial Corporation (New England)" in the Patent Security Agreement shall mean "Agent" as defined herein; (v) all references to "Loan Documents" in the Patent Security Agreement shall mean "Financing Agreements" as defined in the Loan Agreement; (vi) all references to "Security Agreement" in the Patent Security Agreement shall mean "Patent Security Agreement" as defined herein; (vii) all references to

"Code" in the Patent Security Agreement shall mean "UCC" as defined in the Loan Agreement; (viii) Wachovia shall no longer be a party to the Patent Security Agreement provided that Wachovia shall continue to receive the benefit of any indemnities (if any) from Company to Wachovia related to any fees, costs, expenses or other liabilities arising during the time period in which Wachovia was a party to the Patent Security Agreement; and (ix) nothing contained herein or in the Patent Security Agreement shall impair or adversely affect Agent's security interest in and liens upon (for the benefit of itself, Lenders and Bank Product Providers) the assets subject to the Patent Security Agreement (assigned by Wachovia herein) which security interests are and shall be deemed perfected in such assets from the date of the Initial Loan Agreement.

(b) "Patents" shall include but not be limited to those set forth on Schedule A attached hereto.

2. Ratification. Company and Agent hereby ratify, confirm and approve the Patent Security Agreement and Company acknowledges that it is unconditionally liable to Agent for the full and timely payment and/or performance of all of its obligations under the Patent Security Agreement.

3. Continuous Nature of Representations and Warranties. Company represents that each representation and warranty set forth in the Patent Security Agreement remains accurate, complete and not misleading in any material respect on the date hereof, except, in each case, for representations and warranties that explicitly relate to an earlier date (and, in such case, Company represents that such representation and warranty is accurate, complete and not misleading in any material respect as of such earlier date).

4. Effect of Amendment; Financing Agreements. All the terms, conditions, and provisions of the Patent Security Agreement, as amended hereby, shall continue in full force and effect. The Patent Security Agreement (as amended to date) shall constitute a Financing Agreement under the Loan Agreement.

5. Counterparts. This Amendment may be executed in any number of counterparts, which together shall constitute one and the same agreement.

6. Choice of Law. The validity of this Amendment, its construction, interpretation and enforcement, and the rights of the parties hereunder, shall be determined under, governed by, and construed in accordance with the choice of law provisions set forth in the Loan Agreement.

**REST OF PAGE INTENTIONALLY BLANK**

AGENT:

WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND), as  
Agent and Wachovia

COMPANY:

PROLIANCE INTERNATIONAL, INC.

By:   
Name: Willis A. Williams

Title: Vice President

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

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

AGENT:

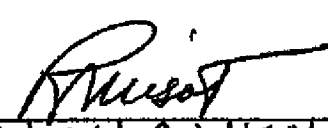
WACHOVIA CAPITAL FINANCE  
CORPORATION (NEW ENGLAND), as  
Agent and Wachovia

By: \_\_\_\_\_  
Name: Willis A. Williams

Title: Vice President

COMPANY:

PROLIANCE INTERNATIONAL, INC.

By:   
Name: Richard A. Wisot

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

**SCHEDULE A**

**PATENTS**

**Patent Numbers**

5,329,988

5,150,520

5,894,649

6,719,037

6,951,240

5,182,882

5,465,783

6,247,232

7,089,998

6,460,610

6,330,747

**Serial Numbers**

10/723,879

10/723,881

29/226,111

11/131,674

11/368,088

11/376,525

11/622,512

11/655,643

10/936,331

11/239,487

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