

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Heat Transfer Products Group, LLC	08/29/2011
RECEIVING PARTY DATA	
Name:	RBS Citizens Business Capital, a division of RBS Asset Finance, Inc., as agent
Street Address:	100 Galleria Parkway
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	5551507
Patent Number:	5575158
Patent Number:	5715889
Patent Number:	5380048
Patent Number:	6125652
CORRESPONDENCE DATA	
Fax Number:	(312)558-5700
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312 558-6352
Email:	lkonrath@winston.com
Correspondent Name:	Laura Konrath
Address Line 1:	35 W Wacker Drive
Address Line 2:	Winston & Strawn LLP, Suite 2800
Address Line 4:	Chicago, ILLINOIS 60601
ATTORNEY DOCKET NUMBER:	85452-9
NAME OF SUBMITTER:	Laura Konrath

PATENT

501645118

REEL: 026839 FRAME: 0878

CH \$200.00 5551507

Total Attachments: 10

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EXECUTION COPY

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of August 29, 2011, is made by and between HEAT TRANSFER PRODUCTS GROUP, LLC (the "Borrower"), and RBS Citizens Business Capital, a division of RBS Asset Finance, Inc., as the Agent for certain Lenders party to the Loan Agreement, as defined below, in such capacity, together with its successors and assigns in such capacity, the "Secured Party"), having a business location at 100 Galleria Parkway, Suite 1100, Atlanta, GA 30339.

Recitals

The Borrower, the other Loan Parties party thereto, the Secured Party and Lenders are parties to a Loan and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Loan Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Borrower.

As a condition to extending credit to or for the account of the Borrower pursuant to the Loan Agreement, the Secured Party and Lenders have required the execution and delivery of this Agreement by the Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Loan Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Copyrights" means all of the Borrower's right, title and interest in and to the registered copyrights listed on Exhibit A; including, without limitation all renewals, reversions and extensions of the foregoing; and all income, Royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, violation or other impairment thereof.

"Obligations" means the Obligations as defined in the Loan Agreement.

"Patents" means all of the Borrower's right, title and interest in and to the patents and applications for patents listed on Exhibit B, including, without limitation, Royalties with respect to each, and the right to sue for past infringement and violation thereof.

"Royalties" means all royalties, fees, expense reimbursement and other amounts payable to Borrower.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Borrower's right, title and interest in and to: the registered or pending trademarks and service marks listed on Exhibit C, including, without limitation, the respective goodwill associated with each, Royalties and the right to sue for past, present and future infringement, dilution and violation thereof.

2. Security Interest. The Borrower hereby grants to the Secured Party, for the benefit of the Lenders, a security interest in and lien upon (the "Security Interest") the Copyrights, the Patents and the Trademarks to secure payment of the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title and makes no assignment and grants no right to assign.

3. Remedies. Upon the occurrence of and during an Event of Default, the Secured Party and Lenders may exercise any or all remedies available under the Loan Agreement.

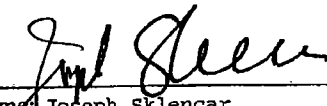
4. Loan Agreement. The Security Interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Loan Agreement and the Borrower hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the Security Interest in the Copyrights, Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. Governing Law. This Agreement shall be governed by the internal law of the State of New York without regard to conflicts of law provisions.

[NO FURTHER TEXT ON THIS PAGE; SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

HEAT TRANSFER PRODUCTS GROUP, LLC,
as Borrower

By: 
Name: Joseph Sklencar
Title: Vice President

ACCEPTED AND AGREED
as of the date first above written:

RBS CITIZENS BUSINESS CAPITAL,
a division of RBS Asset Finance, Inc., as Secured Party

By: _____
Name:
Title:

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

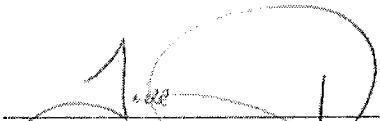
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

HEAT TRANSFER PRODUCTS GROUP, LLC,
as Borrower

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

RBS CITIZENS BUSINESS CAPITAL,
a division of RBS Asset Finance, Inc., as Secured Party

By:  _____
Name: TODD PACIFICO
Title: VICE PRESIDENT

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

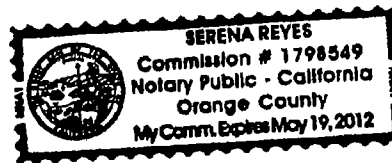
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ACKNOWLEDGMENT OF BORROWER

State of CALIFORNIA)
)
County of Orange) SS.

On this 25 day of AUGUST, 2011 before me personally appeared Joseph Sklencar, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Heat Transfer Products Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Serena Reyes
Notary Public



NOTARY PAGE TO HTPG INTELLECTUAL PROPERTY SECURITY AGREEMENT

EXHIBIT A

UNITED STATES REGISTERED OR PENDING COPYRIGHTS

Title	Registration No.	Publication Date/ Year of Creation
Environmental air modules	TX3355347	7/1/1988
Environmental air module engineering manual	TX3355346	5/1/1985
Environmental air modules	TX3355345	12/31/1983
Kramer-saver—energy saving refrigeration systems, bul. ED-822, June 1983, section no. 5	TX1247378	6/27/1983
Kramer: catalog	TX726372	2/18/1981
Kramer: catalog	TX359149	6/25/1979
Evaporators	A802742	1976
Kramer packaged refrigeration : [no.] KPL-665B	TX333531	8/17/1979
The New generation of packaged refrigeration with major innovations in hot-gas defrosting, Kramer Thermobank-2	TX52643	3/2/1978
Kramer-saver straddles	A817509	1977
Kramer-saver straddles	A281154	1971
Air defrost split systems	A802743	1976
Electric defrost split systems	A747684	1976
Kramer-saver split systems	A747683	1976
Kramer-saver split systems	A380449	1972
Thermobank—hot gas defrost split systems	A747685	1976
Kramer-saver packaged refrigeration will give up to 437% BTU/watt	A498154	1974
Kramer compressor systems--thermobank defrost air defrost	A353417	1972
Kramer unicon--air cooled condensers	A335097	1972
Kramer electric compressor systems	A331146	1972

Title	Registration No.	Publication Date/ Year of Creation
Quality-crafted Kramer refrigeration: the safeguard of flavor and freshness for foods and beverages—worldwide	TX1018528	11/3/1982
Partial listing Kramer refrigeration systems	A329535	1972
Kramer-straddles--complete ready-to-run refrigeration plants	A265623	1971
Kramer refrigeration products	A130675	1970
Kramer condensing units capacity ratings	A237216	1971
Kramer electric compressor systems	A55056	1969
Thermobank-compressor systems--also for off-cycle defrost	A55055	1969
Condensing units--capacity ratings	A968384	1968
Condensing units--capacity ratings	A810096	1966
Kramer unicon--air cooled condenser and winterstat--patented head pressure control	A962847	1968
Kramer straddles	A968383	1968
Kramer electric	A915238	1967
Kramer air conditioning equipment	A912753	1967
Kramer unicon--air cooled condenser and winterstat patented	A909712	1967
Thermobank-compressor systems	A821976	1966
Kramer two-stage refrigeration equipment	A821988	1966
Thermobank compressor systems R-502	A774495	1965
Thermobank compressor systems R-12	A774496	1965
Kramer capacity modulated systems for refrigeration and air conditioning	A759032	1965
Kramer ammonia equipment--including thermobank	A738169	1965
"D" series refrigeration systems for medium temperature.	A693583	1964
Reheat loader systems	A689952	1964

Title	Registration No.	Publication Date/ Year of Creation
"D" series condensing units for air conditioning	A688408	1964
Kramer two-stage refrigeration equipment	A684656	1964
Kramer refrigeration products.	A679335	1964
Kramer thermobank-compressor systems	A672807	1964
Reheat loader	A605219	1963
Kramer balanced compressor systems	A594160	1962
Kramer air conditioning equipment	A593468	1962
Kramer unicon--remote air cooled condenser	A533942	1961
Kramer-Saver split systems: catalog	TX2753745	11/27/1988
Thermobank-2: the energy-saving hot-gas defrost refrigeration system: catalog C-806 B	TX2716714	10/27/1989
Kramer: catalog	TX725407	3/3/1978
Kramer evaporators with Power Trim	TX2207420	10/26/1987
Thermobank-2, the energy-saving hot-gas defrost refrigeration system : catalog C-806 A, Jan. 1978, section no. 5	TX41924	2/8/1978

EXHIBIT B

UNITED STATES ISSUED PATENTS AND PATENT APPLICATIONS

<u>Title</u>	<u>Country</u>	<u>App.#/Date</u>	<u>Patent #/Date</u>
FINNED HEAT EXCHANGER SUPPORT SYSTEM	United States	08/405,593 3/17/95	5551507 9/03/96
REFRIGERATION DEFROST CYCLES	United States	08/318,214 11/19/96	5575158 10/05/94
HEAT EXCHANGER AND THE METHOD FOR PRODUCING SAME	United States	08/643,336 5/6/96	5715889 2/10/98
TUBE JOINT	United States	07/931,852 08/18/92	5380048 1/10/95
APPARATUS FOR MINIMIZING REFRIGERANT USAGE	United States	09/384,964 10/03/00	6125652 8/27/99

EXHIBIT C

UNITED STATES REGISTERED OR PENDING TRADEMARKS AND SERVICE MARKS

None.