

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
HD Branch Acquisition, LLC	02/17/2012
RECEIVING PARTY DATA	
Name:	Monroe Capital Partners Fund LP, as Agent
Street Address:	311 South Wacker Drive
Internal Address:	Suite 6400
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
PROPERTY NUMBERS Total: 8	
Property Type	Number
Application Number:	10289513
Application Number:	10723879
Application Number:	11655643
Application Number:	10723881
Application Number:	10936331
Application Number:	13250076
Application Number:	11368088
Application Number:	12336196
CORRESPONDENCE DATA	
Fax Number:	(312)698-4556
Phone:	312.641.2096
Email:	cstallbaumer@mcguirewoods.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Clayton J. Stallbaumer, McGuireWoods LLP

OP \$320.00 10289513

Address Line 1: 77 West Wacker Drive
Address Line 2: Suite 4100
Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER: 2058659-0007

NAME OF SUBMITTER: Clayton Stallbaumer

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of February 17, 2012, by HD BRANCH ACQUISITION, LLC, a Delaware limited liability company (the "Grantor"), in favor of MONROE CAPITAL PARTNERS FUND LP, a Delaware limited partnership, as Administrative Agent (the "Administrative Agent").

This Agreement refers to (a) a Credit Agreement dated as of February 17, 2012, entered into among Grantor, as a Borrower, the other Persons who are or become parties thereto as Borrowers, the financial institutions who are or become parties thereto as Lenders, Administrative Agent, and PNC Bank, National Association, as Servicing Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lenders have agreed to make loans to, and issue or participate in letters of credit for the account of, Borrowers; and (b) a Guaranty and Collateral Agreement dated as of February 17, 2012, entered into among Grantor, as a "Grantor" thereunder, the other Persons who are or become parties thereto as "Grantors" thereunder, and Administrative Agent (as amended, restated, supplemented, or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Unless otherwise defined herein, all capitalized terms used herein shall have the respective meanings ascribed thereto in the Credit Agreement or the Guaranty and Collateral Agreement, as applicable.

Pursuant to the terms of the Credit Agreement and the Guaranty and Collateral Agreement, the Obligations of Borrowers under the Credit Agreement are secured.

Pursuant to the Guaranty and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of Agents and the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, Grantor is required to execute and deliver to Administrative Agent, for the benefit of Agents and the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, Grantor does hereby grant to Administrative Agent, for the benefit of Agents and the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith (though excluding any "intent to use" trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark office);

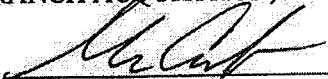
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 hereto, together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder);
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in Schedule 1 hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1, and any trademark licensed under any trademark license listed on Schedule 1 hereto (items (1) through (3) being herein collectively referred to as the "Trademark Collateral");
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 hereto, together with all goodwill associated therewith (but in each case only to the extent permitted by terms of the applicable license, and provided the grant of a security interest in such license would not result in the loss of rights or a create a default thereunder);
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 hereto, any patent issued pursuant to a patent application referred to in Schedule 2, and any patent licensed under any patent license listed on Schedule 2 hereto (items (4) through (6) being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

Each Assignor is signing this Patent and Trademark Security Agreement as of the date stated in the introductory clause.

HD BRANCH ACQUISITION, LLC

By: 
Name: Michael Cavanaugh
Title: Vice President and Secretary

Acknowledged:

MONROE CAPITAL PARTNERS
FUND LP, as Administrative Agent

By: MONROE CAPITAL PARTNERS
FUND LLC, a Delaware limited
liability company, its general partner

By: _____
Name: Alex Franky
Title: Managing Director

Signature page to Patent and Trademark Security Agreement

Each Assignor is signing this Patent and Trademark Security Agreement as of the date stated in the introductory clause.

HD BRANCH ACQUISITION, LLC

By: _____
Name: _____
Title: _____

Acknowledged:

MONROE CAPITAL PARTNERS
FUND LP, as Administrative Agent

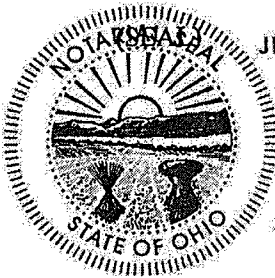
By: MONROE CAPITAL PARTNERS
FUND LLC, a Delaware limited
liability company, its general partner

By:  _____
Name: Alex Franky
Title: Managing Director

M. Cavanaugh

STATE OF Ohio)
COUNTY OF Cuyahoga) ss:

On this 16th day of February 2012, before me personally appeared the person whose signature is set forth above, to me known, who, being duly sworn, did depose and say that he is the above-indicated officer of Grantor, and which executed the above instrument; and that he signed his name thereto by authority of the board of directors or similar governing of said entity



JESSICA A. MCKINNEY
NOTARY PUBLIC
STATE OF OHIO
Comm. Expires
August 05, 2014
Recorded in
Ashtabula County


J. McKinney
Notary
My Commission Expires: 8/5/14

Signature page to Patent and Trademark Security Agreement

SCHEDULE 1

TRADEMARK COLLATERAL

Trademarks, Trademark Applications, and Trademark Licenses:

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Status	Class
LEMASTER ADAPTER	74/300,219	08/03/1992	1769969	05/11/1993	Registered	12
READY-CORE	74/300,217	08/03/1992	1771336	05/18/1993	Registered	12
TRACTOR TOUGH	76/623,844	12/09/2004	3265528	07/17/2007	Registered	12
TRUCK TOUGH	76/622,995	12/02/2004	3052709	01/31/2006	Registered	12
GDI & Design 	74/300218	8/3/1992	1768567	5/4/1993	Registered	12
GO/DAN INDUSTRIES	74/300220	8/3/1992	1769970	5/11/1993	Registered	12

SCHEDULE 2

PATENT COLLATERAL

Patents, Patent Applications, and Patent Licenses:

Title	App. No.	Filing Date	Status	Patent No.	Issue Date	Expiration Date
Heat Exchanger Package	10/289,513	11/6/2002	Issued	6,951,240	10/4/2005	7/30/2023
Heat Exchanger Package with Split Charge Air Cooler	10/723,879	11/26/2003	Issued	7,178,579	2/20/2007	1/15/2024
Heat Exchanger Package with Split Charge Air Cooler	11/655,643	1/18/2007	Issued	7,290,593	11/6/2007	11/26/2023
Heat Exchanger Package with Split Radiator and Split Charge Air Cooler	10/723,881	11/26/2003	Issued	7,228,885	6/12/2007	8/3/2024
Heat Exchanger Package with Split Radiator and Split Charge Air Cooler	10/936,331	9/8/2004	Issued	7,347,248	3/25/2008	6/3/2025
Method for Cooling an Internal Combustion Engine Having Exhaust Gas Recirculation and Charge Air Cooling	13/250,076	9/30/2011	Pending			
Method for Cooling an Internal Combustion Engine Having Exhaust Gas Recirculation and Charge Air Cooling	11/368,088	3/3/2006	Issued	7,464,700	12/16/2008	5/21/2026
Method for Cooling an Internal Combustion Engine Having Exhaust Gas Recirculation and Charge Air Cooling	12/336,196	12/16/2008	Issued	8,037,685	10/18/2011	