

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rocore Holdings, Inc.		03/28/2012	CORPORATION: DELAWARE
Rocore Industries, Inc.		03/28/2012	CORPORATION: WISCONSIN
Rocore Knoxville, LLC		03/28/2012	LIMITED LIABILITY COMPANY: WISCONSIN
Rocore Paducah, LLC		03/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
Rocore Thermal Systems, LLC		03/28/2012	LIMITED LIABILITY COMPANY: WISCONSIN
Rocore Southwest, Inc.		03/28/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	222 South Riverside Plaza		
Internal Address:	30th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1365236	AMERICAN RADIATOR	
CORRESPONDENCE DATA			
Fax Number:	(312)609-5005		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 609-7838		
Email:	podonoghue@vedderprice.com		
Correspondent Name:	Patricia O'Donoghue, Vedder Price P.C.		

CH \$40.00 1365236

Address Line 1: 222 North LaSalle Street
Address Line 2: Suite 2500
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 31417.00.0058 - D. MANGAN

NAME OF SUBMITTER: Patricia O'Donoghue

Signature: /Patricia O'Donoghue/

Date: 03/29/2012

Total Attachments: 7

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 28th day of March, 2012 by ROCORE HOLDINGS, INC., a Delaware corporation ("Rocore Holdings"), ROCORE INDUSTRIES, INC., a Wisconsin corporation ("Rocore Industries"), ROCORE KNOXVILLE, LLC, a Wisconsin limited liability company ("Rocore Knoxville"), ROCORE PADUCAH, LLC, a Delaware limited liability company ("Rocore Paducah"), ROCORE THERMAL SYSTEMS, LLC, a Wisconsin limited liability company ("Rocore Thermal"), and ROCORE SOUTHWEST, INC., a Wisconsin corporation ("Rocore Southwest"; and together with Rocore Holdings, Rocore Industries, Rocore Knoxville, Rocore Paducah, and Rocore Thermal, individually and collectively, the "Grantors") in favor of FIFTH THIRD BANK, as the Administrative Agent for all the Lenders party to the Credit Agreement (as hereinafter defined) ("Administrative Agent"):

W I T N E S S E T H:

WHEREAS, Grantors and/or their affiliates have entered into a certain Credit Agreement dated as of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, providing for the extensions of credit to be made to the Grantors by the Lenders; and

WHEREAS, each Grantor has entered into a certain Guaranty and Collateral Agreement dated as of even date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which each Grantor was required to execute and deliver to the Administrative Agent, for the ratable benefit of the Administrative Agent and the Lenders, this Agreement; and

WHEREAS, pursuant to the terms of the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for the benefit of Administrative Agent and the Lenders, a security interest in substantially all of the assets of such Grantor, including all right, title and interest of such Grantor 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, to secure the payment of all amounts owing by each Grantor under the Credit Agreement and the Guaranty and Collateral Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guaranty and Collateral Agreement. The Credit Agreement and the Guaranty and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Guaranty and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, a continuing security interest in each Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising (for the avoidance of doubt, excluding, in each case, such items as are not included as "Collateral" pursuant to the terms and conditions of the Guaranty and Collateral Agreement):

(i) each trademark and trademark application owned by such Grantor, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(ii) each trademark license to which such Grantor is a party, together with all goodwill associated therewith;

(iii) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such trademark, including, without limitation, any trademark referred to in Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license;

(iv) each patent and patent application owned by such Grantor, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;

(v) each patent license to which such Grantor is a party, together with all goodwill associated therewith; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any such patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license.


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(Signature Page to Patent and Trademark Security Agreement)

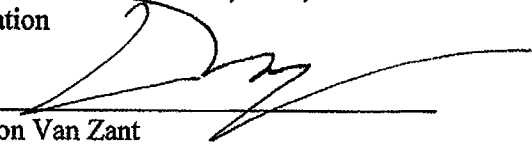
IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

GRANTORS:

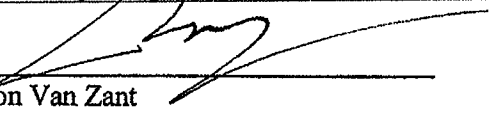
ROCORE HOLDINGS, INC., a Delaware corporation

By: 
Jason Van Zant
Vice President


ROCORE INDUSTRIES, INC., a Wisconsin corporation

By: 
Jason Van Zant
Vice President

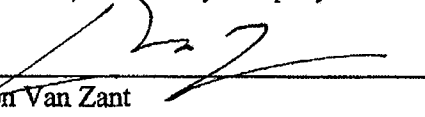
ROCORE KNOXVILLE, LLC, a Wisconsin limited liability company

By: 
Jason Van Zant
Vice President

ROCORE PADUCAH, LLC, a Delaware limited liability company

By: 
Jason Van Zant
Vice President

ROCORE THERMAL SYSTEMS, LLC, a Wisconsin limited liability company


By: 
Jason Van Zant
Vice President

(Signature Page to Patent and Trademark Security Agreement)

GRANTORS:

ROCORE SOUTHWEST, INC., a Wisconsin
corporation

By: _____


Jason Van Zant
Vice President

(Signature Page to Patent and Trademark Security Agreement)

Acknowledged:

FIFTH THIRD BANK, as Administrative
Agent

By: 

Aaron L. Markos
Vice President

SCHEDULE 1

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration	Grantor
AMERICAN RADIATOR	73531183	1,365,236	April 8, 1985	October 15, 1985	Rocore Industries, Inc.

SCHEDULE 2

PATENTS AND PATENT APPLICATIONS

Title	Patent Number	Patent Application Number	Date Patent Issued	Date of Patent Application	Grantor
None.					