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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

FPM Plating, L.L.C.

10/10/01

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other limited liability company

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies)

Name: BNP Paribas

Internal Address:

Street Address: 787 Seventh Avenue

City: New York State: New York Zip: 10019

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☐ Corporation-State
- ☒ Other French banking company

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☐ Merger
- ☒ Security Agreement
- ☐ Change of Name
- ☐ Other

Execution Date: July 12, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2008645

OCT 10 01

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Jason M. Vogel, Esq.

Internal Address: Kramer Levin Naftalis & Frankel LLP

Street Address: 919 Third Avenue

City: New York State: New York Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....$ 40.00

- ☒ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jason M. Vogel — Name of Person Signing

Signature

10/9/01 — Date

Total number of pages including cover sheet, attachments, and document: 8

10/17/2001 LMUELLER 00000102 2008645
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of July 12, 2001 (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, this "IP Security Agreement"), is made by the Person listed on the signature pages hereof (the "Grantor") in favor of BNP PARIBAS, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, the Grantor has entered into a Collateral Agency, Intercreditor and Subordination Agreement, dated as of the date hereof (as it may be amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Collateral Agency and Intercreditor Agreement"), with the Collateral Agent, the other Secured Creditors named therein and certain other parties named therein (capitalized terms used and not otherwise defined herein being used herein as defined in or pursuant to the Collateral Agency and Intercreditor Agreement);

WHEREAS, in connection with the execution and delivery of the Collateral Agency and Intercreditor Agreement and the restructuring transactions described in the recitals thereto, the Grantor has executed and delivered and, with other parties, entered into that certain Amended and Restated Security Agreement by the Grantor in favor of the Collateral Agent, dated as of the date hereof (as it may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement"); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in all intellectual property of the Grantor to the Collateral Agent for the benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office, and other governmental entities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

Section 1. Grant of Security. The Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in and to all of the Grantor's right, title and interest in and to the following (the "Collateral"):

(i) The United States, international, and foreign patents, patent applications, and patent licenses set forth on **Exhibit A** hereto including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "Patents");

(ii) The United States and foreign trademark and service mark registrations, applications, and licenses set forth on **Exhibit B** hereto (the "Trademarks");

(iii) The United States and foreign copyright registrations, and copyright licenses set forth on **Exhibit C** hereto (the "Copyrights");

(iv) any and all causes of action for past, present and future infringement or breach of the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, damages for such infringement or breach; and

(v) any and all proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

Section 3. Execution in Counterparts. This Agreement may be executed in any number of 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.

Section 4. Conflict Provision. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement and the Collateral Agency and Intercreditor Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, the Senior Credit Documents, the Subordinated Facility Documents and the Collateral Agency and Intercreditor Agreement (collectively, the "Relevant Documents"), all terms and provisions of each of which are incorporated herein by reference. In the event that any provisions of this IP Security Agreement are in conflict with the Relevant Documents, the provisions of the Relevant Documents shall govern.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantor:

FPM PLATING, L.L.C.,
a Delaware limited liability company

By: FPM, L.L.C.,
its Managing Member

By: FPM Investors, L.L.C.,
its Managing Member

By: EGI-FPM, L.L.C.,
its Managing Member

By: EGI-TS, LLC,
its Managing Member

By: SZ Investments, L.L.C.,
its Managing Member

By: Zell General Partnership, Inc.,
its Managing Member

By: _____
Name: Donald J. Liebentritt
Title: Vice President

Address:

c/o FPM, L.L.C.
1501 South Lively Boulevard
Elk Grove Village, Illinois 60007
Attn: David Downing
Fax: (847) 228-5912

KL2:2104238.6

STATE OF Illinois)
:ss.:
COUNTY OF Cook)

On this 12th day of July 2001, before me personally came Donald J. Liebentritt, who, being duly sworn, did state as follows: that he is the Vice President of Zell General Partnership, Inc., that he is authorized to execute the foregoing Intellectual Property Security Agreement on behalf of FPM Plating, L.L.C. and that he did so by authority of the Board of Directors of said corporation.

Evelyn Rodriguez
Notary Public

OFFICIAL SEAL
EVELYN M. RODRIGUEZ
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11-2-2003

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FPM Plating, L.L.C.

Intellectual Property Exhibit A

Patents

None.

FPM Plating, L.L.C.

Intellectual Property Exhibit B

Trademarks and Servicemarks

Name	Number	Date of Filing
DB Metal Finishing Corporation	2,008,645	October 15, 1996

NGEDOCS:14907.0007:641786.2

FPM Plating, L.L.C.

Intellectual Property Exhibit C

Copyrights

None.

NGEDOCS:14907.0007:641786.2