

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
Metal Spinners, Inc.		01/23/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Golub Capital Incorporated		
Street Address:	551 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1867880	METAL SPINNERS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4782		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.577.8525		
Email:	terese.scholl@kattenlaw.com		
Correspondent Name:	KATTEN MUCHIN ROSENMAN		
Address Line 1:	525 WEST MONROE STREET		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Terese Scholl		
Signature:	/Terese Scholl/t		
Date:	02/25/2008		

CH \$40.00 1867880

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 23, 2008, is between **METAL SPINNERS, INC.**, an Indiana corporation (the "Grantor"), and **GOLUB CAPITAL INCORPORATED**, a New York corporation, as Administrative Agent (in such capacity, the "Grantee"), for the benefit of itself and all financial institutions that from time to time become lenders (the "Lenders") under the Credit Agreement (as hereinafter defined). The capitalized terms not otherwise defined in this Trademark Security Agreement shall have the meanings set forth in the Credit Agreement.

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor, as a Borrower, has entered into that certain Credit Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the other "Loan Parties" from time to time party thereto, as Guarantors, Grantee, as Administrative Agent and the Lenders from time to time party thereto, providing for extensions of credit and other financial accommodations to be made to the Borrower by the Lenders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor, the other "Grantors" signatory thereto and Grantee, Grantor has granted to Grantee for the benefit of Administrative Agent and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks, Trademark registrations, Trademark applications and all proceeds thereof, to secure the payment of the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in **Schedule 1** annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in **Schedule 1** annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in **Schedule 1** and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement; provided, however, that upon payment in full in cash and performance of the Obligations and termination of all commitments to lend under the Credit Agreement, Grantee shall, at Grantor's sole cost and expense, promptly take such actions (including execution of all releases, termination statements and similar instruments) as may be necessary or proper to terminate and release all security interests created hereby.

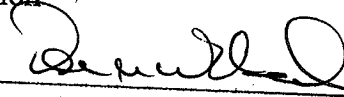
Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Notwithstanding any provision to the contrary contained herein, the rights and remedies granted to the Administrative Agent, and the Liens granted to Administrative Agent hereunder and under the other Collateral Documents are subject to the terms and provisions of the Intercreditor Agreement (as defined in the Credit Agreement). In the event of any conflict between any provision in this Agreement and any provision of the Intercreditor Agreement such provision in the Intercreditor Agreement shall control and such provision of this Agreement shall be deemed to have been complied with or satisfied to the extent of such conflict. Until the Discharge (as defined in the Intercreditor Agreement) of Revolving Debt, to the extent any provision of this Agreement requires the delivery of Collateral which constitutes Revolving Priority Collateral (as defined in the Intercreditor Agreement), delivery of such Collateral to the Revolving Lender shall be sufficient to satisfy the requirements hereunder.

[Remainder of page intentionally left blank; signature page follows.]

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

METAL SPINNERS, INC., an Indiana corporation

By: 
Name: DAVID WOOD
Title: PRES. & CEO

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: _____
Name: _____
Title: _____

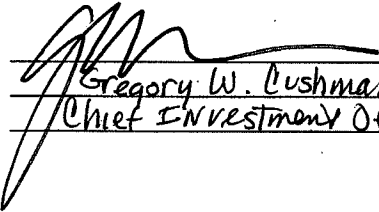
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

METAL SPINNERS, INC., an Indiana corporation

By: _____
Name: _____
Title: _____

Acknowledged:

GOLUB CAPITAL INCORPORATED,
a New York corporation, as Administrative Agent

By: 
Name: Gregory W. Cushman
Title: Chief Investment Officer

SCHEDULE 1

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>Trademark Number</u>	<u>Registration Date</u>
Metal Spinners (word only)	1867880	12/13/1994