

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Collateral Assignment and Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amerifab, Inc., f/k/a Amerifab Acquisition Corp.		07/15/2009	CORPORATION: INDIANA

**RECEIVING PARTY DATA**

<b>Name:</b>	National City Bank
<b>Street Address:</b>	101 West Washington Street
<b>Internal Address:</b>	One National City Center
<b>City:</b>	Indianapolis
<b>State/Country:</b>	INDIANA
<b>Postal Code:</b>	46255
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3171374	AMERIBRONZE
Registration Number:	3171376	AMERICOP
Registration Number:	3171641	AMERIFAB
Registration Number:	3181039	AMERIFAB, INC.
Serial Number:	78908336	AMERIHVP
Registration Number:	3171375	AMERISPLINE

**CORRESPONDENCE DATA**

Fax Number: (317)236-9907  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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CH \$165.00 3171374

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ATTORNEY DOCKET NUMBER:	4982-89862
NAME OF SUBMITTER:	Daniel L. Boots
Signature:	/Daniel L. Boots/
Date:	07/23/2009

**Total Attachments: 9**

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## TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT is made on the 15th day of July 2009 between **AMERIFAB, INC., f/k/a AMERIFAB ACQUISITION CORP.**, an Indiana corporation ("Assignor" or "AmeriFab") and **NATIONAL CITY BANK**, a national banking association ("Lender").

### RECITALS

A. This Assignment is being executed as a condition to that certain Eighth Amendment to Credit Agreement ("Eighth Amendment") amending that certain Credit Agreement originally between Assignor and the Lender dated August 27, 2003, as amended from time to time and as most recently amended by the Eighth Amendment dated of even date herewith pursuant to which Steel Mill Equipment Technologies, LLC ("SMET") assumed as a co-borrower all liabilities and obligations thereunder, and as the Credit Agreement may be further modified, amended or restated, the "Credit Agreement". (Terms not otherwise defined in this Assignment will have the same meaning as set forth in the Credit Agreement.)

B. On August 27, 2003, the Assignor executed and delivered to the Lender a Trademark, Patent and Copyright Security Agreement granting to the Lender a security interest in all of its trademarks, patents, copyrights, proprietary information and licenses as more specifically set forth in the Trademark, Patent and Copyright Security Agreement (the "Security Agreement").

C. The Security Agreement secures all indebtedness of the Assignor to the Lender under the following notes: (a) a Replacement Revolving Note dated October 31, 2007 in the original principal amount of \$4,000,000.00, as amended; and (b) the following term loans: (i) Term Note II dated August 27, 2003 in the original principal amount of \$1,000,000, as amended; (ii) Term Note III dated October 31, 2007 in the original principal amount of \$2,785,000, as amended; (iii) Term Note IV dated September 22, 2008 in the original principal amount of \$3,500,000, as amended; and (iv) Term Note V dated September 22, 2008 in the original principal amount of \$1,000,000, as amended (collectively, the "Prior AmeriFab Notes").

D. Events of Default have occurred under the Prior AmeriFab Notes and related loan documents including: (a) the failure to make required payments under the Prior AmeriFab Notes when due; (b) the failure of SMET to make the required payments under its guaranty of the Prior AmeriFab Notes when due; and (c) the failure of the Assignor to (i) meet its fixed charge covenant ratio, (ii) maintain the borrowing base required to support advances under its Replacement Revolving Note and (iii) timely provide audited financial statements.

E. The Assignor and SMET, as a guarantor of the Assignor's obligations and separately as a borrower of related obligations (together, the "Borrowers"), have requested that the Lender provide the Borrowers additional time to pay the obligations due and owing by the Borrowers to the Lender and waive the existing defaults during that period.

F. Pursuant to the terms of the Eighth Amendment, a condition to the Lender

allowing the Borrowers additional time to pay the obligations is a requirement that the obligations due to Lender under (a) the Prior AmeriFab Notes and (b) that certain Replacement Facility 2 Term Note executed by SMET and dated October 31, 2007 in the original principal amount of \$1,600,000.00, as amended (the "Prior SMET Note"), be amended, restated and restructured into an Amended and Restated Revolving Note in the amount of \$3,000,000 and an Amended and Restated Term Note IV in the amount of \$6,785,000 to be executed by the Borrowers as co-borrowers (together, with any amendments, restatements or modifications, the "New Notes").

G. The Lender's willingness to amend and restructure the indebtedness under the Prior AmeriFab Notes and Prior SMET Note is further conditioned upon the Assignor executing and delivering this Assignment to the Lender as security for the New Notes.

### **AGREEMENT AND ASSIGNMENT**

NOW, THEREFORE, in consideration of the premises, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Credit Agreement), including the New Notes, Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to the trademark applications and trademarks listed in Exhibit 1 hereto (as the same may be amended pursuant hereto from time to time), including without limitation, all registrations, applications and recordings thereof, whether in the United States Patent and Trademark Office or any similar Federal, State or foreign office, all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights correspondence thereto throughout the world, any and all amounts from time to time payable or paid under or in connection with the foregoing or any license of the foregoing (all foregoing are collectively called the "Trademarks"), and the good will of the business to which each of the Trademarks relates.

2. Assignor covenants and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) No claim had been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

- (e) Assignor has the unqualified right to enter into this Assignment and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Assignment, proper statutory notice in connection with its use of Trademarks; and
- (g) Assignor has used, and will continue to use for the duration of this Assignment, consistent standards of quality in its manufacture or licensing of products sold under the Trademarks.

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with paragraph 2(g).

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Assignment, without Lender's express prior written consent.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provision of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof.

6. Assignor authorizes Lender to modify this Assignment by amending Exhibit 1 to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof.

7. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Credit Agreement), Lender hereby grants to Assignor the exclusive, non-transferable right and license to use the Trademarks on and in connection with products sold by or authorized to be sold by another by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this paragraph 7, without the express prior written consent of Lender.

8. If any Event of Default shall have occurred and be continuing, Assignor's license under the Trademarks, as set forth in paragraph 7, shall terminate forthwith, and the Lender shall have, in addition to all other rights and remedies given it by this Assignment, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Indianapolis, Indiana, or elsewhere, all or from time to time any of the Trademarks, or any

interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the liabilities. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of the New Notes or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations, this Assignment shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Assignment and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Assignment or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The assignor shall not abandon any Trademark without the consent of the Lender, which consent shall not be unreasonably withheld. Assignor assumes all responsibility and liability arising from its use of the Trademarks, and Assignor hereby indemnifies and holds Lender harmless from and against any claim, suit, damage, expense (including reasonable legal fees) or other loss arising out of Assignor's use of the Trademarks.

12. Assignor shall have the right, with the express prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor

shall promptly, upon demand, reimburse and indemnify lender for all damages, costs and expenses, including attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph 12.

13. In the event of the occurrence of an Event of Default under the Credit Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of the Lender as Lender may select in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to Assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Assignment.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Assignment in any jurisdiction.

18. This Assignment is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. The benefits and burdens of this Assignment shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

20. The validity and interpretation of this Assignment and the rights and obligations of the parties shall be governed by the laws of the State of Indiana.

*[Signatures on Next Page]*

IT WITNESS WHEREOF, the undersigned have executed this Trademark Collateral Assignment and Security Agreement on the 15<sup>th</sup> day of July, 2009.

**AMERIFAB, INC. f/k/a AMERIFAB  
ACQUISITION CORP.**

**NATIONAL CITY BANK**

By: *Bahul Dharwal*

By: *Adam Sherk*

Name: *GABRIELE G. CARINCI*

Name: *Adam Sherk*

Title: *PRESIDENT*

Title: *Vice President*

[Signature Page to Trademark Collateral Assignment and Security Agreement]



STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MARION     )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Gabriele G. Carinci the President of AmeriFab, Inc. f/k/a AmeriFab Acquisition Corp. known to me to be the person who signed the same, and who acknowledged the execution of the foregoing Trademark Collateral Assignment and Security Agreement for and on behalf of said company and its full act and deed, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS MY HAND and Notarial Seal this 15<sup>th</sup> day of July, 2009.

My Commission Expires:

10-2-2016

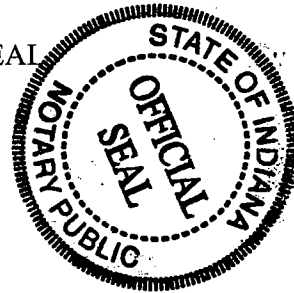
Marg E McClain  
Notary Public -- Written

My County of Residence:

Marion

Marg E. McClain  
Notary Public -- Printed

NOTARY: AFFIX SEAL



[Notary Page to Trademark Collateral Assignment and Security Agreement]

**EXHIBIT 1**  
(Trademarks)



## May 2009– Management Overview Trademark Portfolio Status

Category	Application No.	Date Filed	Registration No.	BT Matter
<b>AmeriBronze</b>				
Brazil	828959439	2/5/2007		201409
Canada	1298322	4/19/2006	TMA681419	79662
China (Peoples Republic)	5424300	6/16/2006		79664
European Community	005029178	4/20/2006	005029178	79665
India		1/19/2007		201410
Japan	2007-02634	1/17/2007		201408
Mexico	778195	4/19/2006	946005	79663
United States	78/781070	12/27/2005	3171374	77778
<b>AmeriCOP</b>				
Canada	1331692	1/17/2007		201417
European Community	005624051	1/18/2007		201418
United States	78/781088	12/27/2005	3171376	77776
<b>AmeriFab, Inc.</b>				
Brazil	828959420	2/5/2007		201412
Canada	1328268	12/18/2006		201058
China (Peoples Republic)	5853948	1/17/2007		201413
European Community	005623996	1/18/2007		201414
India		1/19/2007		201415
Japan	2007-2638	1/17/2007		201416
Mexico	825652	12/14/2006	980975	201059
United States	78/908347	6/14/2006	3171641	77779
<b>AmeriFab, Inc. and Design</b>				
United States	78/908333	6/14/2006	3181039	77777
<b>AmeriHVP</b>				
Canada	1328267	12/18/2006		201060
European Community	005622816	1/18/2007		201411
United States	78/908336	6/14/2006		77780
<b>AmeriSpline</b>				
Brazil	828959447	2/5/2007		201405
Canada	1298323	4/19/2006	TMA681418	79658
China	5424301	6/16/2006		79660
European Community	005029053	4/30/2007	005029053	79661
India		1/19/2007		201406
Japan	2007-2639	1/17/2007		201407
Mexico	778194	4/19/2006	946004	79659
United States	78/781077	12/27/2005	3171375	77775

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