

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First Bank Business Capital, Inc.		12/16/2009	CORPORATION: MISSOURI
Metal Spinners, Inc.		12/16/2009	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A.		
Street Address:	III Cascade Plaza		
Internal Address:	CAS 80		
City:	Akron		
State/Country:	OHIO		
Postal Code:	44308		
Entity Type:	National Association: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1867880	METAL SPINNERS	
CORRESPONDENCE DATA			
Fax Number:	(202)298-7570		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-625-3500		
Email:	allen.rose@kattenlaw.com		
Correspondent Name:	Allen Rose / Katten Muchin Rosenman LLP		
Address Line 1:	2900 K Street NW		
Address Line 2:	Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007-5118		
ATTORNEY DOCKET NUMBER:	215137-00009		
NAME OF SUBMITTER:	Allen Rose		
Signature:	/allen rose/		

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TRADEMARK
REEL: 004139 FRAME: 0497

Date:

01/28/2010

Total Attachments: 7

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AMENDMENT AND ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Amendment and Assignment of Trademark Security Agreement dated as of December 16, 2009 (this "*Amendment and Transfer Agreement*"), is made by and among First Bank Business Capital, Inc., as assignor (the "*Assignor*"), FirstMerit Bank, N.A., as assignee (the "*Assignee*"), and Metal Spinners, Inc., an Indiana corporation ("*Borrower*").

RECITALS

WHEREAS, Borrower executed that certain Trademark Security Agreement dated as of January 23, 2008 (as amended, supplemented or otherwise modified to date, the "*Trademark Agreement*") in favor of Assignor pursuant to a certain Credit and Security Agreement between Assignor and Borrower, dated January 23, 2008 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), which Trademark Security Agreement was recorded in the United States Patent and Trademark Office on January 28, 2008 at Reel 003704, Frame 0906;

WHEREAS, pursuant to the Trademark Agreement, Borrower granted to Assignor a continuing security interest in, among other things, all of Borrower's right, title and interest in and to the Trademark Collateral (as defined in the Trademark Agreement), including the registered trademark referred to in Attachment 1 hereto;

WHEREAS, pursuant to that certain Loan Purchase Agreement dated as of November 11, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "*Purchase Agreement*") by and between Assignor and Assignee, Assignor has, among other things, assigned to Assignee (such assignment, the "*Assignment*") all of its rights, remedies, duties, interests and obligations as Lender under the Credit Agreement and the other Operative Documents (as defined in the Credit Agreement and including the Trademark Agreement), including, without limitation, in respect of its capacities as a secured party, grantee, mortgagee, beneficiary, assignee and each other similar capacity, if any, in which Assignor was granted liens on and security interests in any real or personal property of Borrower;

WHEREAS, Assignee has agreed to accept such Assignment from Assignor;

WHEREAS, Borrower hereby grants and reaffirms its grant of such security interest to secure the complete and timely payment and satisfaction of the Obligations in favor of Assignee; and

WHEREAS, the parties hereto desire to execute this Amendment and Transfer Agreement for the purposes of (i) amending the Trademark Agreement in certain respects to reflect the Assignment, (ii) evidencing in any filing office where the Trademark Agreement was filed the Assignment, and (iii) reaffirming the grant of such security interest in favor of Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower, Assignor and Assignee hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Trademark Agreement.

2. Amendment of Trademark Agreement. The Trademark Agreement shall be amended such that FirstMerit Bank, N.A., a national banking association, shall replace First Bank Business Capital, Inc. as "Grantee" under the Trademark Agreement. All references to "Grantee" in the Trademark Agreement shall hereinafter refer to FirstMerit Bank, N.A.

3. Assignment. In connection with the Assignment, Assignor does hereby assign and transfer all of its right, title and interests in, to and under the Trademark Agreement, and all obligations of Assignor thereunder, to Assignee. Assignee hereby accepts such assignment and assumes all obligations of Assignor under the Trademark Agreement. The execution and delivery of this Amendment and Transfer Agreement shall not in any way affect or modify the liability of Borrower under the Trademark Agreement hereby assigned, it being understood and agreed that notwithstanding this Amendment and Transfer Agreement, all of the obligations of Borrower under the Trademark Agreement shall be and remain enforceable by Assignee, or by its successors and assigns, against Borrower.

4. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Borrower hereby grants to Assignee, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing (until all of the Obligations have been paid in full) security interest in Borrower's entire right, title and interest in and to the Trademark Collateral. Nothing contained in this Paragraph 4 shall have the effect of limiting the security interest in the Trademark Collateral granted in favor of the Assignee (as successor by assignment to Assignor) under and pursuant to the Trademark Agreement, as amended hereby.

5. Severability. In case any provision of or obligation under this Amendment and Transfer Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6. Section Titles. Section and subsection titles in this Amendment and Transfer Agreement are included for convenience of reference only, do not constitute a part of this Amendment and Transfer Agreement for any other purpose, and have no substantive effect.

7. Successors and Assigns. This Amendment and Transfer Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8. APPLICABLE LAW. THIS AMENDMENT AND TRANSFER AGREEMENT WILL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF ILLINOIS TO CONTRACTS MADE AND PERFORMED IN THAT STATE.

9. Counterparts. This Amendment and Transfer Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission or email (in .pdf format) transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Amendment and Transfer Agreement.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC.,
as Assignor

By: Patrick Brangle
Name: PATRICK BRANGLE
Title: VICE PRESIDENT

FIRSTMERIT BANK, N.A.,
as Assignee

By: _____
Name: _____
Title: _____

METAL SPINNERS, INC.,
an Indiana corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.

FIRST BANK BUSINESS CAPITAL, INC.,
as Assignor

By: _____
Name: _____
Title: _____

FIRSTMERIT BANK, N.A.,
as Assignee

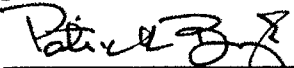
By: David G. Goodall
Name: David G. Goodall
Title: Executive Vice President

METAL SPINNERS, INC.,
an Indiana corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment and Assignment of Trademark Security Agreement to be executed by its duly qualified officer on the date first written above.


FIRST BANK BUSINESS CAPITAL, INC.,
as Assignor

By: 
Name: PATRICK BRANGLE
Title: VICE PRESIDENT

FIRSTMERIT BANK, N.A.,
as Assignee

By: _____
Name: _____
Title: _____

METAL SPINNERS, INC.,
an Indiana corporation

By: 
Name: THOMAS LACERDA
Title: CFO

ATTACHMENT 1

U.S. TRADEMARK REGISTRATIONS

1. Mark: Metal Spinners (word only), U.S. Trademark Number 1867880, filed 12/31/1994.

U.S. TRADEMARK APPLICATIONS

None.