# 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 |
|---|---|---|---|
| MILACRON LLC | | 05/06/2011 | LIMITED LIABILITY COMPANY: DELAWARE |
| DME COMPANY LLC | | 05/06/2011 | LIMITED LIABILITY COMPANY: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | Bank of America, N.A., as Administrative Agent |
| Street Address: | 135 S. LaSalle Street |
| Internal Address: | Mail Code: IL4-135-05-41 |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | INC. ASSOCIATION: UNITED STATES |

PROPERTY NUMBERS Total: 101

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 3928896 | STARCHEM |
| Registration Number: | 3923193 | CIMCOOL |
| Registration Number: | 3877130 | |
| Registration Number: | 3868312 | POWERPAK |
| Registration Number: | 3850103 | |
| Registration Number: | 3511550 | UNILOY |
| Registration Number: | 3460430 | |
| Registration Number: | 3273752 | OAK KOOL |
| Registration Number: | 3272029 | XTREEM |
| Registration Number: | 3217546 | OAK PROTECT |
| Registration Number: | 3208437 | OAK DRAW |

OP $2540.00 3928896

| | | |
|---|---|---|
| Registration Number: | 3195372 | SIGNATURE TOOLS |
| Registration Number: | 3026553 | |
| Registration Number: | 2891637 | TIMBEREX |
| Registration Number: | 2794926 | OAK |
| Registration Number: | 2789384 | POWERMELT |
| Registration Number: | 2736354 | OAK SIGNATURE |
| Registration Number: | 2736353 | OAKSPEC |
| Registration Number: | 2704570 | OAKWASH |
| Registration Number: | 2700266 | OAKFLO |
| Registration Number: | 2700265 | OAKTEC |
| Registration Number: | 2700264 | OAKFORM |
| Registration Number: | 2665360 | E PET |
| Registration Number: | 2559906 | EVOLUTION |
| Registration Number: | 2488519 | SERVTEK |
| Registration Number: | 2472740 | WOLFPACK |
| Registration Number: | 2436916 | MILDRAW |
| Registration Number: | 2366656 | MILFORM |
| Registration Number: | 2359901 | QUANTALUBE |
| Registration Number: | 2332117 | CIMCHEK |
| Registration Number: | 2225318 | CIMVANTAGE |
| Registration Number: | 2215353 | PROWLER |
| Registration Number: | 2172497 | AUTOJECTORS |
| Registration Number: | 2124420 | |
| Registration Number: | 2075199 | MAGNA |
| Registration Number: | 1956188 | FIND A BETTER WAY |
| Registration Number: | 1924433 | FERROMATIK MILACRON |
| Registration Number: | 1892897 | MILCOOL |
| Registration Number: | 1892896 | MILHONE |
| Registration Number: | 1892895 | MILPRO |
| Registration Number: | 1883270 | MILPLUS |
| Registration Number: | 1824101 | PAK |
| Registration Number: | 1580883 | CIMSTAR |
| Registration Number: | 1526347 | CIMTECH |
| Registration Number: | 1338651 | QUAL STAR |
| Registration Number: | 1316374 | CIMDRAULIC |

| | | |
|---|---|---|
| | 1246144 | MSL |
| Registration Number: | 1100008 | CINCINNATI MILACRON |
| Registration Number: | 1087532 | CIMFREE |
| Registration Number: | 1020913 | CENTER SAVER |
| Registration Number: | 986779 | CIMTAP |
| Registration Number: | 905990 | MILACRON |
| Registration Number: | 904116 | CIMCOOL |
| Registration Number: | 894092 | MILACRON |
| Registration Number: | 894004 | MILACRON |
| Registration Number: | 893967 | MILACRON |
| Registration Number: | 813829 | CIMFLO |
| Registration Number: | 810254 | CIMCLEAN |
| Registration Number: | 757107 | CIMGUARD |
| Registration Number: | 699277 | CIMPLUS |
| Registration Number: | 689369 | CIMPERIAL |
| Registration Number: | 415093 | CIMCOOL |
| Registration Number: | 1094237 | AUTO FIXED |
| Registration Number: | 1486791 | COOL ONE |
| Registration Number: | 1842659 | DME |
| Registration Number: | 1761043 | D M E |
| Registration Number: | 1721367 | D-M-E |
| Registration Number: | 1217295 | D-M-E |
| Registration Number: | 2232773 | D-M-E |
| Registration Number: | 2080550 | DSS |
| Registration Number: | 3490641 | EVERY STEP OF THE WAY |
| Registration Number: | 2443512 | GALAXY |
| Registration Number: | 1443965 | HOT ONE |
| Registration Number: | 2967700 | IN2 |
| Registration Number: | 2944492 | INTEGRITY |
| Registration Number: | 2486347 | METEOR |
| Registration Number: | 1525409 | MFP |
| Registration Number: | 1451556 | MFP |
| Registration Number: | 2394775 | MINI-MIGHT |
| Registration Number: | 2468501 | MOLD BASICS |
| Registration Number: | 1223834 | MOLD SAVER |

| | | |
|---|---|---|
| | 3064062 | MOLDERBASICS |
| Registration Number: | 1585322 | MUD |
| Registration Number: | 1317649 | NICKERSON |
| Registration Number: | 1313162 | NM |
| Registration Number: | 2504707 | QDS |
| Registration Number: | 3726250 | QUICK STRIP |
| Registration Number: | 1625672 | SELECTIVE CYCLE |
| Registration Number: | 1466028 | SELECTIVE CYCLE |
| Registration Number: | 1616459 | SMART SERIES |
| Registration Number: | 1466029 | SMART SERIES |
| Registration Number: | 1530609 | SMART START |
| Registration Number: | 1953371 | SSH |
| Registration Number: | 1476579 | SSM |
| Registration Number: | 2632679 | STELLAR |
| Registration Number: | 2591575 | STRAIGHT SHOT |
| Registration Number: | 1953372 | TAS |
| Registration Number: | 2914956 | VECTORFORM |
| Registration Number: | 2977473 | VICTORY |
| Serial Number: | 85070841 | UNILOY |
| Serial Number: | 77459535 | |

CORRESPONDENCE DATA


Fax Number: (212)656-1342

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-701-3283

Email: david.adams@thomsonreuters.com

Correspondent Name: Maureen P. Murphy, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005


| | |
|---|---|
| NAME OF SUBMITTER: | David Adams |
| Signature: | /david adams TR/ |
| Date: | 05/25/2011 |

Total Attachments: 7

source=Trademark Sec Agt 2011-05-06 #page2.tif

source=Trademark Sec Agt 2011-05-06 #page3.tif

source=Trademark Sec Agt 2011-05-06 #page4.tif

source=Trademark Sec Agt 2011-05-06 #page5.tif
source=Trademark Sec Agt 2011-05-06 #page6.tif
source=Trademark Sec Agt 2011-05-06 #page7.tif
source=Trademark Sec Agt 2011-05-06 #page8.tif

EXECUTION VERSION

# Trademark Security Agreement

**Trademark Security Agreement**, dated as of May 6, 2011 by MILACRON LLC and DME COMPANY LLC (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of BANK OF AMERICA, N.A., in its capacity as administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral

pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]



TRADEMARK
REEL: 004547 FRAME: 0942

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**MILACRON LLC,**
a Delaware limited liability company

By: _____
Name: John C. Francy
Title: Chief Financial Officer

**DME COMPANY LLC,**
a Delaware limited liability company

By: _____
Name: John C. Francy
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

**BANK OF AMERICA, N.A.,**
as Administrative Agent

By: _____
Name: Rosanne Parsill
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**
**to**
**TRADEMARK SECURITY AGREEMENT**
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

Registrations:

| OWNER | REGISTRATION NUMBER | TRADEMARK |
|---|---|---|
| Milacron LLC | 3928896 | STARCHEM |
| Milacron LLC | 3923193 | WAVE and CIMCOOL |
| Milacron LLC | 3877130 | PINK Paste |
| Milacron LLC | 3868312 | POWERPAK |
| Milacron LLC | 3850103 | PINK Fluids |
| Milacron LLC | 3511550 | UNILOY |
| Milacron LLC | 3460430 | PINK Color |
| Milacron LLC | 3273752 | OAK KOOL |
| Milacron LLC | 3272029 | XTREEM |
| Milacron LLC | 3217546 | OAK PROTECT |
| Milacron LLC | 3208437 | OAK DRAW |
| Milacron LLC | 3195372 | SIGNATURE TOOLS |
| Milacron LLC | 3026553 | DROP Design |
| Milacron LLC | 2891637 | TIMBEREX |
| Milacron LLC | 2794926 | OAK |
| Milacron LLC | 2789384 | POWERMELT |
| Milacron LLC | 2736354 | OAK SIGNATURE |
| Milacron LLC | 2736353 | OAKSPEC |
| Milacron LLC | 2704570 | OAKWASH |
| Milacron LLC | 2700266 | OAKFLO |
| Milacron LLC | 2700265 | OAKTEC |
| Milacron LLC | 2700264 | OAKFORM |
| Milacron LLC | 2665360 | E-PET & DESIGN |
| Milacron LLC | 2559906 | EVOLUTION |
| Milacron LLC | 2488519 | SERVTEK |
| Milacron LLC | 2472740 | WOLFPACK |
| Milacron LLC | 2436916 | MILDRAW |
| Milacron LLC | 2366656 | MILFORM |
| Milacron LLC | 2359901 | QUANTALUBE |
| Milacron LLC | 2332117 | CIMCHEK |
| Milacron LLC | 2225318 | CIMVANTAGE |
| Milacron LLC | 2215353 | PROWLER |
| Milacron LLC | 2172497 | AUTOJECTORS & DESIGN |
| Milacron LLC | 2124420 | CORPORATE LOGO DESIGN |
| Milacron LLC | 2075199 | MAGNA |
| Milacron LLC | 1956188 | FIND A BETTER WAY |
| Milacron LLC | 1924433 | FERROMATIK MILACRON |
| Milacron LLC | 1892897 | MILCOOL |
| Milacron LLC | 1892896 | MILHONE |
| Milacron LLC | 1892895 | MILPRO |
| Milacron LLC | 1883270 | MILPLUS |
| Milacron LLC | 1824101 | PAK |

| | | |
|---|---|---|
| Milacron LLC | 1580883 | CIMSTAR |
| Milacron LLC | 1526347 | CIMTECH |
| Milacron LLC | 1338651 | QUAL STAR |
| Milacron LLC | 1316374 | CIMDRAULIC |
| Milacron LLC | 1246144 | MSL |
| Milacron LLC | 1100008 | CINCINNATI MILACRON |
| Milacron LLC | 1087532 | CIMFREE |
| Milacron LLC | 1020913 | CENTER SAVER |
| Milacron LLC | 986779 | CIMTAP |
| Milacron LLC | 905990 | MILACRON |
| Milacron LLC | 904116 | CIMCOOL |
| Milacron LLC | 894092 | MILACRON |
| Milacron LLC | 894004 | MILACRON |
| Milacron LLC | 893967 | MILACRON |
| Milacron LLC | 813829 | CIMFLO |
| Milacron LLC | 810254 | CIMCLEAN |
| Milacron LLC | 757107 | CIMGUARD |
| Milacron LLC | 699277 | CIMPLUS |
| Milacron LLC | 689369 | CIMPERIAL |
| Milacron LLC | 415093 | CIMCOOL |
| DME Company LLC | 1094237 | AUTO FIXED |
| DME Company LLC | 1486791 | COOL ONE |
| DME Company LLC | 1842659 | DME |
| DME Company LLC | 1761043 | DME |
| DME Company LLC | 1721367 | D-M-E |
| DME Company LLC | 1217295 | D-M-E |
| DME Company LLC | 2232773 | DME & DESIGN |
| DME Company LLC | 2080550 | DSS |
| DME Company LLC | 3490641 | EVERY STEP OF THE WAY |
| DME Company LLC | 2443512 | GALAXY |
| DME Company LLC | 1443965 | HOT ONE |
| DME Company LLC | 2967700 | IN2 |
| DME Company LLC | 2944492 | INTEGRITY |
| DME Company LLC | 2486347 | METEOR |
| DME Company LLC | 1525409 | MFP |
| DME Company LLC | 1451556 | MFP |
| DME Company LLC | 2394775 | MINI-MIGHT |
| DME Company LLC | 2468501 | MOLD BASICS |

| | | |
|---|---|---|
| DME Company LLC | 1223834 | MOLD SAVER |
| DME Company LLC | 3064062 | MOLDERBASICS |
| DME Company LLC | 1585322 | MUD |
| DME Company LLC | 1317649 | NICKERSON |
| DME Company LLC | 1313162 | NM |
| DME Company LLC | 2504707 | QDS |
| DME Company LLC | 3726250 | QUICK STRIP |
| DME Company LLC | 1625672 | SELECTIVE CYCLE |
| DME Company LLC | 1466028 | SELECTIVE CYCLE |
| DME Company LLC | 1616459 | SMART SERIES |
| DME Company LLC | 1466029 | SMART SERIES |
| DME Company LLC | 1530609 | SMART START |
| DME Company LLC | 1953371 | SSH |
| DME Company LLC | 1476579 | SSM |
| DME Company LLC | 2632679 | STELLAR |
| DME Company LLC | 2591575 | STRAIGHT SHOT |
| DME Company LLC | 1953372 | TAS |
| DME Company LLC | 2914956 | VECTORFORM |
| DME Company LLC | 2977473 | VICTORY |

Applications:

| OWNER | APPLICATION NUMBER | TRADEMARK |
|---|---|---|
| Milacron LLC | 85/070841 | UNILOY AND DESIGN |
| Milacron LLC | 77459535 | DROP Design |