

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
Besser Company USA		08/26/2011	CORPORATION: MICHIGAN
Besser Company		08/26/2011	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	1001460	BESCODYNE
Registration Number:	1077275	BESCOPAC
Registration Number:	0537960	BESSER
Registration Number:	0664362	BESSER-MATIC
Registration Number:	1447142	BI DI
Registration Number:	2134159	BLOCKMAKERS WORKSHOP
Registration Number:	0925470	DYNAPAC
Registration Number:	0815435	HYDROTILE
Registration Number:	1211257	MACALLOY
Registration Number:	2608351	MASTER BLOCKMAKER
Registration Number:	0730028	MC CRACKEN
Registration Number:	2833920	OMAG
Registration Number:	2071530	SMARTPAC

CH \$440.00 1001460

Registration Number:	1178855	SUPERPAC
Registration Number:	0529690	VIBRAPAC
Registration Number:	0911683	VIBRO-MAC
Registration Number:	1651891	ULTRAPAC

CORRESPONDENCE DATA

Fax Number: (225)343-3076

Phone: 225-383-9000

Email: dpatty@mcglinchey.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: McGlinchey Stafford, PLLC

Address Line 1: 301 Main Street, 14th Floor

Address Line 2: Attn: IP Group

Address Line 4: Baton Rouge, LOUISIANA 70802

ATTORNEY DOCKET NUMBER: 018898.0099

NAME OF SUBMITTER: R. Andrew Patty II

Signature: /R. Andrew Patty II/

Date: 10/20/2011

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of August 26, 2011 by and among BESSER COMPANY USA, a Michigan corporation, BESSER COMPANY, a Michigan corporation (each individually a "Grantor", and collectively, "Grantors"), and PNC BANK, NATIONAL ASSOCIATION ("Grantee").

WITNESSETH:

WHEREAS, Grantors own certain "Trademarks" (as defined below); and

WHEREAS, Grantors own certain "Patents" (as defined below); and

WHEREAS, pursuant to the terms of that certain Revolving Credit and Security Agreement dated as of August 26, 2011 among Grantors, as Obligated Parties, and Grantee, as Lender, (herein, as from time to time amended, supplemented, or restated, called the "Credit Agreement"), Grantors have granted to Grantee for the benefit of Grantee a continuing security interest in various assets of Grantors, including all right, title and interest of Grantor in, to and under the Trademark Collateral and Patent Collateral (as defined herein) whether now owned or existing or hereafter acquired or arising, to secure the "Obligations";

WHEREAS, all capitalized terms used in this Agreement, but not defined herein shall have the meaning given to them in the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to additionally secure such Obligations, Grantors do hereby grant to Grantee the following:

1. A continuing security interest in all of Grantors' 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 now owned or existing or hereafter acquired or arising:

(a) each Trademark in which any Grantor has any interest, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(b) each Trademark License, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark, and all rights and benefits of Grantors under any Trademark License, or for injury to the goodwill associated with any of the foregoing.

As used herein:

“Trademark License” means any license or agreement, whether now or hereafter in existence, under which is granted or authorized any right to use any Trademark, including without limitation the agreements identified on Schedule 1 hereto.

“Trademarks” means all of the following:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and any other source or business identifiers, and general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law;
- (b) the goodwill of the business symbolized thereby or associated with each of them;
- (c) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including those described in Schedule 1 hereto;
- (d) all reissues, extensions and renewals thereof;
- (e) all claims for, and rights to sue for, past or future infringements of any of the foregoing, and
- (f) all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof.

2. A continuing security interest in all of Grantors' 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 “Patent Collateral”), whether now owned or existing or hereafter acquired or arising:

- (a) each Patent (including each design patent and patent application) in which any Grantor has any interest;
- (b) each Patent License in which any Grantor has any interest; and
- (c) all proceeds of and revenues from the foregoing, including without limitation all proceeds of and revenues from any claim by any Grantor against third parties for past, present or future infringement of any Patent (including without limitation any design patent and any Patent issuing from any application referred to in Schedule 2 hereto) and all rights and benefits of any Grantor under any Patent license.

As used herein:

“Patents” shall mean all now existing or hereafter in existence:

(a) letters patent and design letters patent of the United States or any other country and all applications for letters patent and design letters patent of the United States or any other country, including applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or other country, or any political subdivision thereof, including without limitation those described in Schedule 2 hereto;

(b) reissues, divisions, continuations, continuations-in-part, renewals and extensions thereof;

(c) claims for, and rights to sue for, past or future infringements of any of the foregoing;

(d) income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof; and

(e) license or other agreement under which is granted or authorized any right with respect to any patent or any invention now or hereafter in existence, whether patentable or not, whether a patent or application for patent is in existence on such invention or not, and whether a patent or application for patent on such invention may come into existence.

3. Grantee may designate in writing, with full power of substitution, any party as any Grantor's true and lawful attorney-in-fact with full power and authority in the name of such Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default has occurred and is continuing under the Credit Agreement, to take with respect to the Trademark Collateral and/or the Patent Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and/or the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent and Trademark Credit Agreement and to accomplish the purposes hereof.

4. Except to the extent expressly allowed in the Credit Agreement, Grantors agree not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral and/or Patent Collateral.

5. This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Credit Agreement. Grantors do hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interests in the Trademark Collateral and/or Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantors have caused this Patent and Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first listed above.

GRANTORS:

BESSER COMPANY USA

By: Kevin L. Curtis
Kevin L. Curtis
President

By: Julie S. Musch
Julie S. Musch
Secretary

BESSER COMPANY

By: Kevin L. Curtis
Kevin L. Curtis
President and Chief Executive Officer

By: Julie S. Musch
Julie S. Musch
Secretary and Chief Financial Officer

GRANTEE:

PNC BANK, NATIONAL ASSOCIATION,

By: _____
Robert Reaser
Vice-President

GRANTORS:

BESSER COMPANY USA

By: _____
Kevin L. Curtis
President

By: _____
Juli S. Musch
Secretary

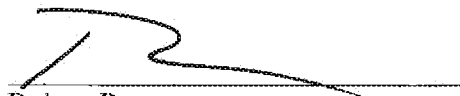
BESSER COMPANY

By: _____
Kevin L. Curtis
President and Chief Executive Officer

By: _____
Juli S. Musch
Secretary and Chief Financial Officer

GRANTEE:

PNC BANK, NATIONAL ASSOCIATION,

By: 
Robert Reaser
Vice-President

STATE OF MICHIGAN

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COUNTY OF Alpena

On this 26 day of August, 2011, before me personally and in presence of the witness signing hereto came Kevin L. Curtis, to me known, who, being by me duly sworn, did depose and say that he is the President of BESSER COMPANY USA, a Michigan corporation; and that he signed his name thereto on behalf of said corporation.


Notary Public, State of Michigan

Vicky L. Tremlett
Notary Public
Acting in the County of
Alpena, Michigan
Commission Expires 3/27/2016

STATE OF MICHIGAN

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COUNTY OF Alpena

On this 26 day of August, 2011, before me personally and in presence of the witness signing hereto came Juli S. Musch, to me known, who, being by me duly sworn, did depose and say that she is the Secretary of BESSER COMPANY USA, a Michigan corporation; and that she signed her name thereto on behalf of said corporation.


Notary Public, State of Michigan

Vicky L. Tremlett
Notary Public
Acting in the County of
Alpena, Michigan
Commission Expires 3/27/2016

STATE OF MICHIGAN

COUNTY OF Alpena

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On this 26th day of August, 2011, before me personally and in presence of the witness signing hereto came Kevin L. Curtis, to me known, who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of BESSER COMPANY, a Michigan corporation; and that he signed his name thereto on behalf of said corporation.

Vicky L. Tremlett
Notary Public, State of Michigan

Vicky L. Tremlett
Notary Public
Acting in the County of
Alpena, Michigan
Commission Expires 3/27/2016

STATE OF MICHIGAN

COUNTY OF Alpena

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On this 26th day of August, 2011, before me personally and in presence of the witness signing hereto came Juli S. Musch, to me known, who, being by me duly sworn, did depose and say that she is the Secretary and Chief Financial Officer of BESSER COMPANY, a Michigan corporation; and that she signed her name thereto on behalf of said corporation.

Vicky L. Tremlett
Notary Public, State of Michigan

Vicky L. Tremlett
Notary Public
Acting in the County of
Alpena, Michigan
Commission Expires 3/27/2016

STATE OF TEXAS

COUNTY OF DALLAS

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On this _____ day of August, 2011, before me personally came Robert Reaser, to me known, who, being by me duly sworn, did depose and say that he is a Vice-President of PNC BANK, NATIONAL ASSOCIATION, and that he was authorized to sign his name thereto.

Notary Public, State of Texas

STATE OF MICHIGAN

§

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COUNTY OF _____

§

On this _____ day of August, 2011, before me personally and in presence of the witness signing hereto came Kevin L. Curtis, to me known, who, being by me duly sworn, did depose and say that he is the President and Chief Executive Officer of BESSER COMPANY, a Michigan corporation; and that he signed his name thereto on behalf of said corporation.

Notary Public, State of Michigan

STATE OF MICHIGAN

§

§

COUNTY OF _____

§

On this _____ day of August, 2011, before me personally and in presence of the witness signing hereto came Juli S. Musch, to me known, who, being by me duly sworn, did depose and say that she is the Secretary and Chief Financial Officer of BESSER COMPANY, a Michigan corporation; and that she signed her name thereto on behalf of said corporation.

Notary Public, State of Michigan

STATE OF TEXAS

§

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COUNTY OF DALLAS

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On this 26 day of August, 2011, before me personally came Robert Reaser, to me known, who, being by me duly sworn, did depose and say that he is a Vice-President of PNC BANK, NATIONAL ASSOCIATION, and that he was authorized to sign his name thereto.

Nancy J. Kesterson

Notary Public, State of Texas

SCHEDULE 1 TO PATENT AND TRADEMARK SECURITY AGREEMENT

A. U.S. Trademarks and Trademark Registrations.

Mark	Registration No.	Serial No.
AUTOPAC	2576716	76/114900
BESCODYNE	1001460	73/017672
BESCOPAC	1077275	73/116836
BESSER	0537960	60/532903
BESSER-MATIC	0664362	72/030635
BI DI	1447142	73/621585
BLOCKMAKERS WORKSHOP	2134159	75/218300
DYNAPAC	0925470	72/249721
HYDROTILE	0815435	72/221932
LASER	2167802	74/472223
LITHIBAR	0801263	72/215624
MACALLOY	1211257	73/327207
MASTER BLOCKMAKER	2608351	75/218257
MC CRACKEN	0730028	72/105267
OMAG and design	2833920	76/488668
AEGIS	3250100	76/488688
POSAPAC	0884982	72/295417
SMARTPAC	2071530	75/098083
SUPERPAC	1178855	73/290665
VERSAPAC	1565511	73/784344
VIBRAPAC	0529690	71/532904
VIBRO-MAC	0911683	72/322836
ULTRAPAC	1651891	74/049584

B.

SCHEDULE 2 TO PATENT AND TRADEMARK SECURITY AGREEMENT

A. U.S. Patent and Patent Registrations.

Patent No.	Inventor	Application. No.
4498831	Thomas R. Salts	06/489227
4712975	Thomas R. Salts	06/775731
4778323	Thomas R. Salts	07/090082
4861252	Thomas D. Grau	07/253365
4957424	William J. Mitchell and Navarro T. Fosse	07/322175
4978488	Mark P. Wallace	07/479235
5080571	Gerald R. Crawford	07/486629
5139404	Thomas D. Grau	07/681930
5215604	Gerald R. Crawford	07/561047
5236322	Michael R. Willert	07/749320
5248248	Tarek A. Adly	07/943758
5364578	Thomas D. Grau	07/980398
5433523	Thomas D. Grau	08/206314
5788460	John A. Campau	08/829848
5942181	Duane A. Rondeau	08/788585
5952015	James W. Dewyre and Duane A. Rondeau	08/828260
6257865	Duane A. Rondeau	09/261632
6488491	Stanley Nelson and Denelle Shultz	09/564998
6764294	Samuel L. Saddler	10/148429
7125239	Thomas D. Grau and Byron M. Hilts	10/407771
6530769	Duane A. Rondeau, James W. DeWyre and Laurie Delekta	09/656513
6604930	Howard N. Lumsden, Lee F. Marzean, Donald R. Andor and Michael Ponik	09/619066
6814906	Rene Bergeron, Stanley Nelson, and Denelle Shultz	10/146,167
7125239	Thomas D. Grau and Byron M. Hilts	10/407771
---	Samuel L. Saddler, Kurt H. Korpela, William F. Wallis, Arnold G. Gengerke, and Rodney D. Lang	10/260015

B. Licenses. None