

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|---|----------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Mansfield Industrial, Inc. | | 11/23/2011 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Fidus Mezzanine Capital, L.P., Collateral Agent | | |
| Street Address: | 1603 Orrington Ave. | | |
| Internal Address: | Suite 820 | | |
| City: | Evanston | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60201 | | |
| Entity Type: | LIMITED PARTNERSHIP: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3717874 | BMS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (704)339-3453 | | |
| Phone: | 704 377 8153 | | |
| Email: | mpoveromo@rbh.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Marie J. Poveromo | | |
| Address Line 1: | 101 N. Tryon Street | | |
| Address Line 2: | Suite 1900 | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28246 | | |
| ATTORNEY DOCKET NUMBER: | 18865.00032 | | |
| NAME OF SUBMITTER: | Marie J. Poveromo | | |
| Signature: | /Marie J. Poveromo/ | | |

CH \$40.00 3717874

Date:

12/29/2011

Total Attachments: 2

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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

November 23, 2011

WHEREAS, Mansfield Industrial, Inc., a Delaware corporation (the "Pledgor") is the owner of the trademark applications and registrations listed on Schedule A attached hereto, (all such trademarks, registrations and applications, collectively, the "Trademarks") and is the owner of the patents and patent applications listed on Schedule A attached hereto (all such patents, registrations and applications, collectively, the "Patents"); and

WHEREAS, the Pledgor has entered into a Pledge and Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), dated as of February 27, 2009, in which the Pledgor has agreed with Fidus Mezzanine Capital, L.P., as Collateral Agent (the "Collateral Agent"), with offices at 1603 Orrington Ave., Suite 820, Evanston, IL 60201, to execute this Grant;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of the Secured Obligations (as defined in the Security Agreement), the Pledgor does hereby grant to the Collateral Agent a security interest in all of its right, title and interest in and to the Trademarks and the Patents, and the use thereof, together with all proceeds and products thereof and the goodwill of the businesses symbolized by the Trademarks. This Grant has been given in conjunction with the security interest granted to the Collateral Agent under the Security Agreement, and the provisions of this Grant are without prejudice to and in addition to the provisions of the Security Agreement, which are incorporated herein by this reference.

MANSFIELD INDUSTRIAL, INC.

By: 

Name: Worth Turner

Title: Assistant Treasurer

Schedule A

TRADEMARKS AND TRADEMARK APPLICATIONS

| <u>Owner</u> | <u>Mark</u> | <u>Application or Registration No.</u> | <u>Country</u> | <u>Issue or Filing Date</u> |
|-------------------------------|-------------|--|----------------|---------------------------------|
| Mansfield Industrial, Inc. | BMS | 3,717,874 | USA | 12/1/2009 |

PATENTS AND PATENT APPLICATIONS

None.