

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
LEE BRASS FOUNDRY, LLC		04/10/2012	LIMITED LIABILITY COMPANY: OHIO
RECEIVING PARTY DATA			
Name:	THE HUNTINGTON NATIONAL BANK		
Street Address:	41 South High Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	A National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0354484	FLAGG	
CORRESPONDENCE DATA			
Fax Number:	6142272390		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	614-227-2369		
Email:	gtrademark@bricker.com		
Correspondent Name:	Gregory J. Krabacher		
Address Line 1:	Bricker & Eckler LLP		
Address Line 2:	100 South Third Street		
Address Line 4:	Columbus, OHIO 43215		
ATTORNEY DOCKET NUMBER:	034826/157326		
NAME OF SUBMITTER:	Gregory J. Krabacher		
Signature:	/Gregory J. Krabacher/		

CH \$40.00 0354484

Date:

04/24/2012

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This Security Agreement (this "Agreement") is dated as of April 10, 2012 and is executed by and between LEE BRASS FOUNDRY, LLC, an Ohio limited liability company having a mailing address at c/o The Reserve Group, 3560 West Market Street, Suite 300, Akron, Ohio 44333 (the "Debtor"), and THE HUNTINGTON NATIONAL BANK, a national banking association having a mailing address at 41 South High Street, Columbus, Ohio 43215 (the "Secured Party").

The Debtor and the Secured Party hereby agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Terms Defined in Loan Agreement. All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Commercial Tort Claims" shall have the meaning provided in the UCC except it shall refer only to such claims in an amount in excess of \$25,000.00 that have been asserted in judicial proceedings.

"Loan Agreement" means that certain Loan and Security Agreement dated as of the date hereof and executed by and between the Debtor and the Secured Party.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Ohio.

(c) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(d) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer or other disposition of any Collateral by the Debtor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation applicable to the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

upon, all of the Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which the Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by the Debtor connected with and symbolized by any of the aforementioned properties and assets;

(iii) all general intangibles and all intellectual or other intangible property of the Debtor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. The Debtor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to the Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of the Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in, the Loan Agreement or any other security documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. The Debtor represents and warrants to the Secured Party that a true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by the Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts. On a continuing basis, the Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Debtor's compliance with this Agreement or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. The Secured Party may record this Agreement, an abstract thereof, or any other document describing the Secured Party's interest in the Collateral with the PTO, at the expense of the Debtor. In addition, the Debtor authorizes the Secured Party to file financing statements describing the Collateral in any UCC filing office deemed appropriate by the Secured Party. If the Debtor shall at any time hold or acquire a Commercial Tort Claim arising with respect to the Collateral, the Debtor shall immediately notify the Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement. If the Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Debtor shall give prompt notice in writing to the Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Debtor's obligations under this Section 6, the Debtor authorizes the Secured Party to modify this Agreement by amending Schedule A to include any such new trademark rights. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in all the Collateral, whether or not listed on Schedule A.

SECTION 7. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Debtor, the Secured Party and their respective successors and assigns. The Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of Ohio, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than Ohio.

SECTION 9. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended

or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, the Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Loan Agreement, the terms and provisions of the Loan Agreement shall control. In the event of any direct conflict between the express terms and provisions of this Agreement and of the Security Agreement, the terms and provisions of the Security Agreement shall control.

SECTION 10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile or other electronic method of transmission shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability or binding effect hereof.

SECTION 11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall terminate and the Secured Party (at the Debtor's expense) shall promptly execute and deliver to the Debtor such documents and instruments reasonably requested by the Debtor as shall be necessary to evidence termination of all such security interests given by the Debtor to the Secured Party hereunder, including cancellation of this Agreement by written notice from the Secured Party to the PTO.

SECTION 12. No Inconsistent Requirements. The Debtor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and the Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

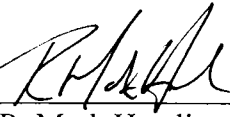
SECTION 13. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party or any other provisions of this Agreement.

SECTION 14. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

LEE BRASS FOUNDRY, LLC,
an Ohio limited liability company

By:  _____
R. Mark Hamlin
Its: President

THE HUNTINGTON NATIONAL BANK,
a national banking association

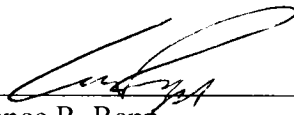
By: _____
Lance R. Rapp
Its: Vice President

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

LEE BRASS FOUNDRY, LLC,
an Ohio limited liability company

By: _____
R. Mark Hamlin
Its: President

THE HUNTINGTON NATIONAL BANK,
a national banking association

By:  _____
Lance R. Rapp
Its: Vice President

SCHEDULE A

TO THE TRADEMARK SECURITY AGREEMENT

Trademark	Jurisdiction	App. Serial Number	Registration Number	Owner
Flagg	U.S.	71394226	0354484	LBC Acquisitions LLC
Flagg-Flow	U.S.	71541532	0515316	LBC Acquisitions LLC
Lee	U.S.	77012777	3271130	LBC Acquisitions LLC
Lee Free	U.S.	77553226	3668595	LBC Acquisitions LLC
FF-W	U.S.	77017367	3271290	LBC Acquisitions LLC
FF-A	U.S.	71606008	0548444	LBC Acquisitions LLC
F (logo)	U.S.	71389910	0351499	LBC Acquisitions, LLC
Flagg-Flow	United Kingdom	674026	674026	Amcast Industrial Corporation; Title transfer to be dealt with post-Closing
Flagg-Flow	Canada	201623	UCA31055	Amcast Industrial Corporation; Title transfer to be dealt with post-Closing