

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
	Mincer HD Company		07/31/2012	CORPORATION: DELAWARE
	Mid State Machine Products		07/31/2012	CORPORATION: MAINE
RECEIVING PARTY DATA				
Name:	Manufacturers and Traders Trust Company			
Street Address:	25 S. Charles St.			
Internal Address:	19th Floor			
City:	Baltimore			
State/Country:	MARYLAND			
Postal Code:	21201			
Entity Type:	CORPORATION: NEW YORK			
PROPERTY NUMBERS Total: 2				
	Property Type	Number	Word Mark	
	Registration Number:	3838362	CENTRUCAST	
	Registration Number:	1268864	THE MID-STATE TOMBSTONE	
CORRESPONDENCE DATA				
Fax Number:	2028428465			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>				
Phone:	202-842-8800			
Email:	dctrademarks@dbr.com			
Correspondent Name:	Amy E. Carroll			
Address Line 1:	1500 K Street, N.W.			
Address Line 2:	Suite 1100			
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005-1209			
ATTORNEY DOCKET NUMBER:	042858-484250			

OP \$65.00 3838362

NAME OF SUBMITTER:	Amy E. Carroll
Signature:	/amyecarroll/
Date:	09/19/2012
Total Attachments: 6 source=M&T - Precision Partners - Trademark Security Agreement#page1.tif source=M&T - Precision Partners - Trademark Security Agreement#page2.tif source=M&T - Precision Partners - Trademark Security Agreement#page3.tif source=M&T - Precision Partners - Trademark Security Agreement#page4.tif source=M&T - Precision Partners - Trademark Security Agreement#page5.tif source=M&T - Precision Partners - Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of July 31, 2012, by and among Mincer HD Company, a Delaware corporation (“**Mincer**”) and Mid State Machine Products, a Maine corporation (“**Mid State**” and together with Mincer and each of their respective successors and permitted assigns, each a “**Grantor**” and collectively, the “**Grantors**”), and Manufacturers and Traders Trust Company, with an office at 25 S. Charles St., 19th Floor, Baltimore, MD 21201, as administrative agent for itself and the other Secured Parties (as that term is defined in the Credit Agreement referenced below) (together with its successors and assigns in such capacity, “**Grantee**”) and is made pursuant to the Security Agreement dated as of the date hereof, by and among Grantee, the Grantors, Precision Holding LLC, a Delaware limited liability company (“**Holdings**”), Berkshire Industries, Inc., a Massachusetts corporation (“**Berkshire**”), Cannon Automotive Solutions – Bowling Green, Inc., a Delaware corporation (“**Cannon**”), Helio Precision Products, Inc., a Illinois corporation (“**Helio**”), The Electromac Group Inc., an Ontario, Canada corporation (“**Electromac**”) and Nationwide Precision Products Corp., a New York corporation (“**Nationwide**”, and together with Holdings, Berkshire, Cannon, Helio, Electromac and Mid State, and each of their respective successor and assigns, the “**Borrowers**”) and MB Precision Company, a Delaware corporation (“**MB Precision**”), Precision Partners Holding Company, a Delaware corporation (“**Precision Partners**”) and HN Precision Company, a Delaware corporation (“**HN Precision**” and together with MB Precision and Precision Partners, and each of their respective successor and assigns, the “**Parents**”) (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Security Agreement**”).

WHEREAS, each Grantor is the owner of certain trademarks, including pending applications and/or registrations therefor, together with the goodwill of the business connected

with the use of and symbolized thereby, including those listed on Exhibit A hereto (the “**Marks**”); and

WHEREAS, the Borrowers, the Parents, Grantee, as Administrative Agent and a Lender, and certain other Lenders (as defined in the Credit Agreement) party thereto entered into that certain Credit Agreement dated as of the date hereof (as the same may be amended, restated, modified, supplemented and/or replaced from time to time, the “**Credit Agreement**”), pursuant to which the Lenders and the other Secured Parties agreed to extend credit to the Borrowers on the terms and conditions described therein; and

WHEREAS, one of the conditions to the extension of credit under the Credit Agreement is that payment of the Secured Obligations (as defined in the Credit Agreement) shall be secured by, among other things, a security interest in favor of the Grantee, for the benefit of the Secured Parties, in the Marks and all Proceeds (as defined in the Security Agreement) thereof and each of Mid State and Mincer, a Subsidiary of a Precision Partners, is willing to grant to the Grantee, for the benefit of the Secured Parties, a security interest in the Marks and all Proceeds thereof and all other related claims and rights as more fully described in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, as security for the due and timely payment and performance of the Secured Obligations, each Grantor hereby pledges and grants to Grantee a security interest and lien in and to the Marks and all Proceeds thereof and gives notice of such security interest and the existence of the Security Agreement providing therefor.

[Signature Page Follows]

Executed as of the date first above written.

Grantor:

MINCER HD COMPANY

By 

Name: Louis Marmo

Title: Vice President & Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 004863 FRAME: 0802

Grantor:

MID STATE MACHINE PRODUCTS

By 

Name: Louis Marino

Title: Vice President & Treasurer

[Signature Page to Trademark Security Agreement]

Grantee:

**MANUFACTURERS AND TRADERS TRUST
COMPANY**, as Grantee, in its capacity as
Administrative Agent

By:  _____

Name: Ajibola Fadahunsi

Title: Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 004863 FRAME: 0804**

EXHIBIT A

Marks

Mark	Current Entity	Country	Application Number	Filing Date	Registration Number	Registration Date
CENTRUCAST	Mincer HD Company	U.S.	77431605	03-26-2008	3,838,362	08-24-2010
CENTRUCAST	Mincer HD Company	U.S.	76044697	05-10-2000	2,553,901	03-26-2002
CENTRUCAST	Mincer HD Company	U.S.	75/457,877	03-27-1998		
THE MID-STATE TOMBSTONE	Mid State Machine Products	U.S.	73-287,579	11-28-1980	1,268,864	03-06-1984