

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
Metalcraft of Mayville, Inc.		11/06/2012	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Association: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2680337	GIANT-VAC	
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-569-5619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye, Esquire		
Address Line 1:	Blank Rome, LLP		
Address Line 2:	One Logan Square, 8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-6998		
ATTORNEY DOCKET NUMBER:	074658-01342		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
Signature:	/Timothy D. Pecsénye/		

CH \$40.00 2680337

Date:

12/03/2012

Total Attachments: 10

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") made as of this November 6, 2012 by METALCRAFT OF MAYVILLE, INC., a Wisconsin corporation ("Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent ("Agent") for the Lenders.

WITNESSETH

WHEREAS, Grantor (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") has entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of October 6, 2010 (as same may be amended, restated, supplemented or modified from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders;

WHEREAS, Grantor has granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantor's trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests To secure the payment and performance of the Obligations under the Loan Agreement, Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan Agreement of a continuing security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark.

3. Covenants. Grantor agrees not to sell, license, grant any option, assign or further encumber its rights and interest in the Trademarks or Patents without prior written consent of Agent.

4. Representations and Warranties. Grantor hereby represents and warrants that the Trademarks and Patents listed on Schedule I attached hereto constitute all trademarks, trademark applications, patents and patent applications owned or registered to Grantor as of the date of this Agreement.

5. Termination. This Agreement shall continue in effect until all of the Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.

[signatures to appear on following page]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

METALCRAFT OF MAYVILLE, INC.

By: 
Name: Michael Bemis
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

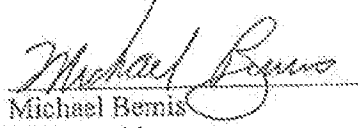
PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]


IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

METALCRAFT OF MAYVILLE, INC.

By: 
Name: Michael Bemis
Title: Vice President

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Emmet Wene
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

SCHEDULE 1

TRADEMARK REGISTRATIONS

“Giant-Vac”, USPTO Registration No. 2680337, Registration Date January 28, 2003.

SCHEDULE -1

PATENT REGISTRATIONS

SCHEDULE -1

POWER OF ATTORNEY

METALCRAFT OF MAYVILLE, INC., a Wisconsin corporation ("Grantor"), hereby authorizes PNC BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantor, dated as of October 6, 2010 (as it may hereafter be amended, modified, restated or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantor, with the power to endorse the name of Grantor on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantor and Agent dated as of November 6, 2012 (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantor in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantor, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantor, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall terminate upon the termination of the Loan Agreement as provided therein and the payment in full of the Obligations.

IN WITNESS WHEREOF, Grantor has executed this Power of Attorney as of the date stated above.

METALCRAFT OF MAYVILLE, INC.

By: 

Name: Michael Bemis

Title: Vice President

[SIGNATURE PAGE TO POWER OF ATTORNEY]

